

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 102							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-10-T-0015		6. SOLICITATION ISSUE DATE 10-Nov-2009					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LINDA N. MCKETHAN				b. TELEPHONE NUMBER (No Collect Calls) 254-939-1829		8. OFFER DUE DATE/LOCAL TIME 11:59 AM 29 Jan 2010					
9. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A19 P.O. BOX 17300 FORT WORTH TX 76102-0300  TEL: 817-886-1043 FAX: 817-886-6403		CODE W9126G		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7M NAICS: 561990			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS				
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE									
17a. CONTRACTOR/OFFEROR    TEL.		CODE		18a. PAYMENT WILL BE MADE BY  CODE									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)						30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 102

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

## Section B - Supplies or Services and Prices

BID SHEETS**\*\* ATTENTION BIDDER \*\***

We need your help! Did you want to bid on summer or winter only? Do you want OFF\* the Capital Regional Office (Belton, Canyon, Georgetown, Granger, Stillhouse Hollow and Somerville Lakes) bidders list or know someone who wants ON the list? We can assist you! Send us changes or give us a call.

Email: [ceswf-od-bn/sh@.usace.army.mil](mailto:ceswf-od-bn/sh@.usace.army.mil)

Mail: Belton/Stillhouse Hollow Lakes  
Attn: Scott Blank  
3740 FM 1670  
Belton, TX 76513

Phone: 254/939-2461 Ask for Scott

Please help us by keeping your information up to date. We need your name, address, phone (regular and cellular), email address and the season you want information on (Winter or Summer) so we can be more efficient in our mailing.

Thanks for your help!

\*We only control the bidders list for the listed lakes.

## **BID PROPOSAL INSTRUCTIONS:**

For your bid to be considered a **VALID PROPOSAL** you must return:

- a. the first page of this solicitation with a signature in block 30a, printed name in block 30b, and date signed in block 30c;
- b. the completed reference sheet (Attachment 1) (even if you had a job at the lake previously); and,
- c. the completed bid sheets. **IF AN OPTION PERIOD IS OFFERED, YOU MUST SUBMIT A BID OR YOUR BID WILL BE INVALID.**
- d. Return the bid by the closing date and time printed in block 8 of the first page of the solicitation. Late bids will not be accepted.
- e. You must be registered in **CENTRAL CONTRACTOR REGISTRATION (CCR)** and not be coded **INACTIVE**.

CESWF-OD  
NOV 2010

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## U.S. ARMY CORPS OF ENGINEERS FORT WORTH DISTRICT GATE ATTENDANT SCOPE OF WORK

### 1. GENERAL:

The contractor must be a two (2) person team, at least 21 years of age, who are **both** physically and mentally capable of performing the duties specified here and in the enclosed additional scopes of work, for the duration of the contract, including option periods (unless otherwise specified in the individual lake scope of work). Work to be performed under this contract may not be subcontracted. The contractor and team member must be identified on Request for Quotation (SF18), to be accepted. The term "contractor" will refer to both members of the identified two person team. Work to be accomplished under this contract shall be in accordance with this Scope of Work, the Lake Office's Additional Scope of Work and the Lake Office Gate Attendant Handbook, for the recreation area named and described herein. The contractor will be required to furnish all labor, equipment, fuel, transportation, tools and supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract period. The successful contractor must pass a criminal background check. Site visits are highly recommended prior to bidding.

NOTE: AWARD OF THIS SOLICITATION WILL BE BASED ON THE BEST VALUE TO THE  
GOVERNMENT. FACTORS TO BE CONSIDERED ARE PAST PERFORMANCE, EXPERIENCE AND  
PRICE.

### 2. DEFINITIONS:

CONTRACTOR: The person awarded the contract.

CONTRACTING OFFICER (KO): The person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings on behalf of the Government. This person will be identified on the SF1449 (Solicitation/Contract/Order for Commercial Items).

NATURAL RESOURCES MANAGER: The manager of the local lake. The Natural Resources Manager may appoint an authorized representative to act in their behalf.

### 3. BASIC REQUIREMENTS:

The following requirements for submitting a quote and receiving an award are now mandatory for conducting business with the DOD Government.

All offerors are required to obtain a Data Universal Numbering System (DUNS) number by calling 1-800-333-0505 or by visiting [www.dnb.com](http://www.dnb.com).

All prospective contractors must be registered in the Central Contractor Registration (CCR) database prior to any award resulting from this solicitation. If at time of award, contractor is not registered, award will be made to the next successful "registered" offer. Registration may be accomplished via the internet at [www.ccr.gov](http://www.ccr.gov).

All payments shall be made by Electronic Funds Transfer (EFT) or “direct deposit”

**4. TERM OF CONTRACT/DUTY HOURS:**

The term of the contract and duty hours are defined in this solicitation in each Lake Office's Scope of Work.

**5. PRE-WORK CONFERENCE:**

The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Natural Resources Manager or their representative, at each local lake office or other agreed upon location. This meeting will cover the policies outlined in the Scope of Work and Responsibilities. The pre-work conference is normally held the week before the Contractor begins providing the services.

**6. PERMITS/COMPLIANCE:**

The contractor shall, without additional expense to the Government, be responsible for complying with and obtaining any necessary licenses and/or permits. The contractor will comply with all Federal, State, County, and Municipal laws, codes and regulations in connection with the performance of the work.

**7. TEMPORARY LIVING QUARTERS:**

The contractor shall furnish a fully operable “self-contained” recreational vehicle (RV) of the travel trailer or motor home type to serve as temporary living quarters for the duration of the contract. Maximum size of the trailer is determined by physical limitations of the site furnished. It will be located near the entrance to the park at a location to be designated by the Natural Resources Manager. Pickup (shell-type) campers, pop-up tent trailer, tents, mini-travel trailers, mobile homes, buses, or any other types of recreation vehicles which do not meet general size requirements or the self-contained classification as determined by inspection of the Natural Resources Manager will not be acceptable. The Contractor team will be the sole occupants of the site. Adult family members and friends will not live with the contractor.

**8. VISITORS OF THE CONTRACTOR/GATE ATTENDANT:**

Adult family members and friends will not live with the Contractor “Living with the Contractor” is defined as a person staying with the contractor for more than 14 days in a 30 day period. Visitors of the contractor will be required to lodge in the Contractor's trailer, or, if they have their own equipment, visitors will be required to camp at a campsite in the park and pay the regular camping fee. Visitors will not be allowed to connect to the Contractor's utilities at any time. All non-authorized personnel are to remain outside the gate house.

**9. UNIFORM DRESS AND PERSONAL APPEARANCE:**

The contractor shall, at all times when on duty and when dealing with the public, be required to maintain a fully clothed and neat, well groomed appearance. Shoes shall be worn; however, flip flops or similar footwear will not be permitted. The contractor will promote a favorable image of the Corps through personal appearance, actions, attitude and a willingness to assist park visitors in a prompt, courteous manner. Identification badges or tags may be required at some locations.

#### **10. LIVING AREA AND GATEHOUSE MAINTENANCE:**

The contractor will maintain the area where the trailer is parked (Gate Attendant Site) in a clean and sanitary condition at all time. No dog pens, horse corral, poultry cages or similar facilities for pets or the raising of animals will be allowed. All pets will be confined in the contractor's trailer or on a leash of 6 foot or less in length and must not disturb park visitors. The contractor's site will remain clean of animal waste at all times. Pets will have all vaccinations as required by the state laws and will wear a collar that displays the vaccination tags at all times. No pets are allowed inside the gatehouse. No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse. Smoking is not allowed in or within 15 feet of the gatehouse. The contractor will maintain the gatehouse in a clean, orderly and sanitary condition at all times. Gate attendants will provide all equipment, tools, and supplies necessary to clean the gatehouse. Only authorized personnel are to enter the gatehouse at anytime. Solid waste and refuse shall be deposited in a nearby trash receptacle (dumpster) furnished by the Government. Security of the Attendant's living quarters and all personal property shall remain the Attendant's responsibility throughout the duration of the contract. The Government accepts no responsibility for, nor will it be liable for, damage or theft occurring to the attendant's property.

#### **11. USER FEES:**

The Contractor will follow fee collection, credit voucher, refund and campsite reservation procedures established by the U.S. Army Corps of Engineers, Fort Worth District. The Contractor is required to collect User Fees daily, to insure that visitors have paid applicable user fees, utilizing the U.S. Army Corps of Engineers User Permit (ENG Form 4457) Automated User Permit System (AUPS), National Recreation Reservation Service (NRRS), an automated cash register, and/or collection from an honor vault. This includes going through the park to collect and safeguard fees when necessary. The Contractor is required to collect user fees for specialized recreation sites, facilities and services provided by the Corps of Engineers. This may include, but is not limited to, camping, group facility use, day use, special facility use, and multiple site rental use. The Contractor is required to accept cash, personal check, traveler's checks, money orders or credit card payments as methods of use fee payment. The Contractor will be responsible for User Fee Permits (ENG Form 4457), cash register receipts and journal, computer generated receipts, signed credit card receipts, and all collected forms of use fee payments until turned over to an authorized fee collector/cashier. The Contractor may be audited at any time, with or without prior notice, and is required to place all forms of collected use fee payments/monies in the gatehouse cash drawer or fee safe provided immediately upon receipt. The cash drawer or fee safe will remain closed immediately after every transaction and the automatic lock shall not be defeated at any time. The Contractor/Gate Attendant is required to have personal cash on hand at all times (minimum of \$50.00) to make change. A signed statement with the amount of personal

funds in use will be placed in the cash drawer and updated immediately anytime this amount changes. Refer to the additional scopes of work for amounts required at each park.

## **12. DELIVERY / INSPECTION OF USE FEES:**

All Lakes require User Fee submission a minimum of once a week. See "Use Fee Collections" in each lakes "Additional Scope of Work", for which process is used at the location(s) you are bidding. Inspections will be performed during the contract period as deemed necessary by the Natural Resources Manager.

## **13. SECURITY BONDING:**

The contractor must be fully bonded or insured to cover collected funds not received by the designated government agent or ReserveAmerica as directed in the specifications. The contractor is required to furnish the Lake Office Purchasing Agent proof of such bond or security in the minimum amount of \$5,000.00 payable to the Fort Worth District US Army Corps of Engineers. Condition of the bond obligation covers the loss of Government Funds/Use Fees that are stolen or embezzled by the contract gate attendant. The bond must name all persons that will handle Government Funds/ Use Fees. The bonds should note that the contract gate attendant collector(s) are not a direct employee of the Government. The term of the bond is to be a minimum of 60 days past the contract gate attendant's effective date of termination. A condition in the bond will require the bonding company to notify the Corps of Engineers before the bond is modified, terminated or cancelled, prior to the original termination date. The contractor must provide a copy of the bond at the Pre-Work Conference. The Contractor shall not start work without proof of bonding. The contractor can choose one of the following options to fulfill this requirement:

- a. Obtain a Business Services, Volunteer in Parks (VIP), Fidelity or Dishonesty bond from an insurance agent meeting the criteria stated above. The cost of the bond varies by type, individual and the issuing company.
- b. Furnish an irrevocable, unconditional letter of credit from a financial institution in the specified amount.

### **\*\*\*SPECIAL NOTICE\*\*\***

**All persons handling Government monies or accessing the Government computer system under this contract shall be subject to a background investigation to establish their reliability, trustworthiness, conduct and character. By execution of the contract, the contractor certifies that all persons providing such services under the contract are so qualified, including but not limited to, not having been convicted of a felony. Any person so found not to have the necessary reliability, trustworthiness, conduct and character shall be dismissed. If the contractor fails to meet this requirement, the contract will be terminated for default. By providing a bid on this contract, you are providing authorization for US Army Corps of Engineers, its agents or representatives to investigate your background, as deemed necessary by such agent or representative, to establish your trustworthiness, reliability and character. In the course of performance of this contract, the Contractor/Contractor**



**Personnel may come into contact with or possession of information covered by the Privacy Act (e.g. Social Security numbers) and/or sensitive personal information of Corps employees/members of the public/patrons/customers (e.g. personal checks with account numbers, credit card numbers, etc.). The Contractor/Contractor Personnel shall not memorize copy or record this information in any way, nor shall they use their access to this information for any personal reason or financial gain, or provide this information to any third person or party. Failure to comply with these restrictions will result in the immediate termination of the contractor employee, and may subject the employee to civil suit for money damages and/or criminal prosecution to the fullest extent under the law. Repeated violation of this provision may serve as a basis for termination of the contract. The contractor will secure an acknowledgement from every employee that they have read, understand and will comply with this paragraph.**

#### **14. CAMPSITE RESERVATIONS:**

The Contractor will comply with local and District policies for reservations. The contractor will adhere to guidelines and procedures established under the National Recreation Reservation System, using Park Office program in the campground. The contractor may also be required to take advance campsite reservations, which would consist of receiving and booking reservations requests, collecting and processing camping fees, and handling cancellation and refund requests. The Contractor will be required to perform some or all the following duties daily: a) pickup reservation data reports, i.e. bookings, arrival reports, cancellation reports, etc., from the local lake office or accept the reports delivered in person, and /or transmitted by telephone, electronic mail received through a computer, facsimile machine, etc.; b) maintain and update necessary status reports utilizing charts, status boards, note pads, card systems, computer/cash register systems, AUPS, NRRS, etc., to insure that campsite status is kept current at all times; c) keep records and monitor date of arrivals, departures, no-shows, cancellations, etc.; d) fill out refund and credit voucher forms according to policy.; and e) post or identify reserved and vacant campsites by positing provided signs or markers. The Contractor will also maintain records as necessary for the administration of the campsite reservation program as directed by the Natural Resources Manager. The Contractor will accept the campsite reservation permit / confirmation letter as both proof and payment of the reservation.

**15. GROUP SHELTERS:**

The contractor will keep records and insure compliance of group shelter use as required by the Natural Resources Manager including the use of the NRRS system, where applicable.

**16. CAMPING STATUS:**

The Contractor will record the campsite occupied and maintain record of the current status for each campsite occupied. The contractor will keep written records of each camper's length of stay to insure compliance with the Fort Worth Districts camping policy. The contractor will register park users, issue appropriate passes and deliver messages to visitors as required by the Natural Resources Manager. The Contractor will keep a written record of campers who are turned away due to lack of campsites or campsites with desired hook-ups. The Contractor shall also participate as required in all Recreation Use Surveys that may be conducted.

**17. VISITOR ASSISTANCE:**

The contractor will occupy the gatehouse at all times during duty hours and is required to handout information pamphlets, copies of rules and regulations and maps to all visitors, courteously answer questions for visitors and assist campers or visitors in locating campsites. The contractor will advise campers and park visitors (1) to utilize only developed facilities or designated overflow areas and (2) to operate and park all vehicles and campers only on paved surfaces or designated parking areas. The contractor will advise campers of quiet hours (10:00 P.M. until 6:00 A.M.) as they enter the park, and assist in maintaining quiet hours.

**18. COMPLAINTS:**

The contractor will keep a written record of all complaints and criticisms of park facilities. These records will be given to the Natural Resources Manager at regular intervals or upon request.

**19. DISTURBANCES:**

The contractor will promptly report all accidents, violations of law, disturbances, and situations that could affect health and safety of visitors to the Park Ranger. In the event the contractor is unable to communicate with the Park Ranger and the situation dictates, the contractor will contact the local law enforcement officers as soon as practical. All communications with local law enforcement officers will be reported to the Park Ranger or Natural Resources Manager, on the next workday. The Contractor will not attempt to apprehend any violators or enforce rules, regulations or laws. Attendants will inform park visitors of rules, regulations and laws and refer persistent violations to the Park Ranger. NOTE: Serious incidents such as a fatality in the park or situations of significant public interest will be reported immediately to the Natural Resources Manager and to the local law enforcement agency.

**20. COOPERATION WITH OTHERS:**

The contractor will maintain good communications and relations with the public, other contractors, volunteers, and Corps employees. and others who work with the Corps of Engineers for the construction of new facilities, repair of existing facilities, sanitation services, trash pick-up services, and grass mowing, etc. The contractor will allow Corps employees to utilize communication facilities furnished by the Government. Cooperation will include, but not be limited too summoning assistance and reporting all instances of vandalism, harassment, public intoxication, speeding, etc. to proper authorities. The contractor will diligently attempt to provide for the needs of our visiting public as public relations representatives for the Corps of Engineers. The contractor may be asked to work additional days with compensation in the event that another contractor requires emergency time off.

**21. PARK INSPECTION:**

The contractor will inspect the park area and facilities a minimum number of times each day as required by the Natural Resources Manager. Inspections will be made in a vehicle provided and maintained by the contractor. During all inspections, if the contractor observes park users violating Corps of Engineers rules and regulation, the contractor should advise the visitor of the violation, the contractor is not to pursue enforcement. If violations persist, the contractor should contact a Park Ranger. If a Park Ranger is not available, in minor cases, a record of the incident should be made and reported to the Natural Resources Manager as soon as practical.

**22. CONTRACTOR VEHICLE:**

The contractor will provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried and have current Motor Vehicle Inspection (MVI). Proof of liability insurance will be submitted to the Natural Resources Manager, no later than 10 days after the beginning date of the contract. All motor vehicles and operators will comply with state laws such as licensed operators, vehicle safety equipment, etc. The Gate Attendant may be required to display the vehicle identification provided by the Corps of Engineers on the vehicle while on duty. The Gate Attendant's vehicle will not display Emergency Red and/or Blue Lights, use a siren, or otherwise represent an appearance of an emergency vehicle while on duty.

**23. LOST AND FOUND:**

The contractor will keep lost and found articles in the gatehouse or trailer and turn over all found articles with as much information as possible to a Park Ranger as soon as possible.

**24. WEAPONS:**

Firearms or any type of object that could be considered a weapon will not be carried or kept in the park (e.g. pepper spray, clubs. etc.). This includes, but not limited to the gatehouse or trailer occupied by the contractor.

**25. ALCOHOL:**

The contractor will not consume or be under the influence of alcoholic beverages, illicit drugs and/or medication unless administered under a doctor's prescription while on duty or while in view of the public. This includes, but is not limited to, the park entrance area, attendant site, gatehouse, park restrooms, campsites, etc.

**26. INSPECTION AND CONTRACT PERFORMANCE:**

The service performed by the contractor under the provisions of this contract shall be subject to inspections by the Contracting Officer or his designated representative to insure strict compliance with the terms of the contract.

**A. NOTIFICATION OF DEFICIENCIES:** Contractor shall be notified verbally and/or in writing of any serious or recurring minor deficiency in service observed by the Contracting Officer or his/her authorized representative. Verbal notification will be recorded in a memorandum for record.

**B. DOCUMENTATION OF DEFICIENCIES:** Written notifications and memoranda for the record shall be prepared in triplicate by the Contracting Officer or his/her authorized representative. The original will be part of the Contractor's permanent file at the Operations Manager's Office, a copy will be issued to the contractor, and a copy will be forwarded to the Contracting Officer at the U.S. Army Corps of Engineers, Fort Worth District Office.

**C. CORRECTION OF CONTRACT DEFICIENCIES:** Upon receipt of notification of deficiency in service, Contractors will immediately correct deficiencies and /or take steps to prevent recurrence of the deficiency.

**D. DEFICIENCIES OF SERVICE:** This contract may be terminated by the Contracting Officer upon receipt of any "Notification of Contract Deficiency". Termination will be based on the seriousness of the deficiency.

**E. EVALUATION OF PERFORMANCE:** All contractors will have their performance evaluated no less than mid-term and at the conclusion of their contract. *Performance criteria will be distributed to contractors at the orientation/training sessions.*

**27. TRAILER SITE:**

Unless otherwise indicated in the Lake Offices' park information sheet or additional scope of work, the Government will furnish a site for self-contained travel trailer or motor home with 110 volt electricity, water, sewer hook-ups and/or dump station nearby. If the contractors' travel trailer is not configured or adaptable to the sewage, water or electric hookups available at the site, the Government will not be responsible for providing attachments' etc. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The use of the facilities is at the contractors own risk and damage to equipment will be the sole responsibility of the contractor.

**28. COMMUNICATIONS EQUIPMENT:**

The contractor may be required to operate and use radio equipment. The Government will furnish radio equipment when required.

**29. GOVERNMENT PROPERTY:**

The contractor will be required to return Government property on the last day of the contract. The Contractor will be held liable for any missing or damaged government equipment or materials. **Computers, printers, radios, and telephone equipment provided by the government are for official use only.** Contractor shall not use government computers for personal business or install any personally owned software. Any damages incurred as result of personally owned software being installed on the Government computers will be considered damages to Government property and Contractor will be held responsible for reimbursement to the Government any cost associated with repairs or replacement of the equipment. Final payment will not be paid until all Government property is returned and all fee monies have been turned in.

**30. DAMAGE RESPONSIBILITY:**

The contractor shall be responsible for restoring any Government facilities, structures, or trees damaged as a result of his/her operation. The contractor shall also be responsible for any damage to private property, and will notify the Natural Resources Manager immediately of damage to Government property and/or private property, and injury to any person resulting from his/her operation. The Contractor will notify the Natural Resources Manager immediately of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed.

**31. SOLID WASTE DISPOSAL:**

A trash removal contractor will remove all solid waste material (trash) from the Government furnished containers on regular scheduled days.

**32. ABSENTEEISM:**

No payment will be made for time not worked. The Natural Resources Manager should be contacted and given as much advance notice as possible about anticipated absences. The Natural Resources Manager must approve all absences in advance. An absence by any one or both of the two-person contract team, without prior approval by the Natural Resources Manager, is grounds for dismissal of the contractor and termination of the contract. If arrangements will be made for someone to cover the shift, these persons must be approved in advance and must meet the required bonding and insurance requirements.

**33. PAYMENT FOR SERVICES:**

Payment will be made monthly by Electronic Funds Transfer (EFT) for the actual days worked at the unit price indicated on the bid sheet. Contractors should be aware that the payment could take as long as 45 days after invoice.

**34. SUBSTITUTION OF TEAM MEMBER:**

Team member substitution may be allowed upon prior approval by the Contracting Officer.

### **35. TERMINATION:**

Failure of the Contractor to provide items in full and to provide complete services listed in the contract specifications and applicable specific park sheets may be grounds for termination. Breach of contract and/or voluntary termination of contract without sufficient cause may jeopardize the contractor's standing for future contract with the U.S. Army Corps of Engineers. Contractors may be terminated if the Government determines Gate Attendant services are no longer needed due to unforeseen closures of the park or if major facilities (e.g., beaches, boat ramps, restrooms, campgrounds, etc.). Unforeseen closures would include those resulting from droughts, flood, storm damage, infrastructure failure and previously unknown safety hazards.

Inappropriate conduct or unacceptable actions of Gate Attendants may be grounds for termination of the contract. Examples of actions meriting termination include, but not limited to:

- A.** Theft, misappropriation, personal use, and/or improper security and accountability of user fees or government services, property, equipment, facilities and/ or supplies. Any of these acts may also result in criminal prosecution.
- B.** Consumption of alcoholic beverages and/or intoxication while on duty, and possession or use of illicit drugs at any time.
- C.** Discrimination, harassment, profanity, or other inappropriate behavior perpetrated against customers, Corps personnel, or other contractors.
- D.** Recurring written and/or verbal complaints from visitors and/or Lake Office personnel on Attendant's attitude, lack of cooperation and/or resistance to implementation of policies and program as directed by the Operations Manager or his/her authorized representative.
- E.** Failure to follow security procedures, including the allowance of unauthorized personnel inside the gatehouse or the contractor (non-public) work area of the gatehouse/entrance stations.
- F.** Inability to perform duties and job responsibilities in accordance with the General Specifications, Specific Park Sheet(s) and Lake Office Gate Attendant Manual.
- G.** Violations of public health and safety, including smoking in the gatehouse.
- H.** Failure to maintain a neat, clean, well-groomed personal appearance.
- I.** Failure to abide by Title 36 CFR, Chapter III, Section 327.

### **36. DUTY OF CONTRACTOR TO FINISH CONTRACT:**

The contractor may not terminate the contract. If the contractor fails to complete the contract through the specified term including option periods (if applicable), the contractor is subject to re-procurement cost. The contractor's failure to comply with contract specifications may be grounds for suspension or debarment for a period of time not to exceed 3 years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

### **37. LIABILITY:**



(Last, First Middle)

(Social Security Number)

**IN THE EVENT OF AWARD, ISSUE PURCHASE ORDER TO:**

**NAME:** \_\_\_\_\_  
Middle)

(Last, First

**ADDRESS:** \_\_\_\_\_  
(Number & Street) (City, State and Zip)

**HOME PHONE NUMBER** \_\_\_\_\_ **MOBILE** \_\_\_\_\_  
(Area code and number) (Area code and number)

**EMAIL ADDRESS:** \_\_\_\_\_

**DUNS NUMBER** \_\_\_\_\_ **CAGE CODE NUMBER** \_\_\_\_\_

**PRESENT/FORMER (If retired) OCCUPATION:**

Person #1 \_\_\_\_\_

Person #2 \_\_\_\_\_

**PREVIOUS EXPERIENCE AS GATE ATTENDANT:** (Location, Supervisor and phone number)  
**ADDITIONAL PAPER CAN BE USED.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXPERIENCE WITH COMPUTER EQUIPMENT/PROGRAMS: (check all that apply)**

	Person # 1	Person #2
Cash Register	<input type="checkbox"/>	<input type="checkbox"/>
National Recreation Reservation System (NRRS)	<input type="checkbox"/>	<input type="checkbox"/>

**SIGNATURES:**

Person #1 \_\_\_\_\_ Person #2 \_\_\_\_\_



**BELTON AND STILLHOUSE HOLLOW LAKE**  
ADDITIONAL GATE ATTENDANT SCOPE  
OF WORK AND RESPONSIBILITIES

1. **PARK DESCRIPTION – BELTON & STILLHOUSE HOLLOW LAKES** - The Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas. For additional information go to the following web sites [www.swf-wc.usace.army.mil/stillhouse](http://www.swf-wc.usace.army.mil/stillhouse) or [www.swf-wc.usace.army.mil/belton](http://www.swf-wc.usace.army.mil/belton)
  - 1.1.1. **Live Oak Ridge Park:** This Park offers 48 RV/tent campsites with water and electric hook-ups. The park is well shaded with Oak Trees. Campers have access to restrooms with hot showers, playground, boat ramp, dump station and camper activity center with a meeting area and coin operated washers & dryers. Free wireless Internet access is available at the park. Attendants at Live Oak Ridge Park operate the reservation program for Live Oak Ridge and Belton Lakeview (3 group shelters) at the Live Oak Ridge gatehouse.
  - 1.1.2. **Cedar Ridge Park:** This Park offers 68 RV/tent campsites with water and electric hook-ups. In addition to the campsites, eight screen shelters, a group camp area and two day use group picnic shelters are located within the park. Cedar Ridge Park has restrooms with hot showers, camper activity center with a meeting area and coin operated washers & dryers, two boat ramps, fishing dock, swimming beach, playground, basketball court, dump station and a marina. A storage building is available for the attendants use.
  - 1.1.3. **Temple's Lake Park:** This is a day use only park. This Park offers a restroom with rinse shower, swimming beach, picnic area, group picnic area and two boat ramps for day use. Park visitors have access to a playground, play courts, and a fishing dock.
  - 1.1.4. **Westcliff Park:** This Park has 38 RV/tent campsites with water and electric hook-ups, 4 tent sites and a picnic area. Park visitors have access to restrooms with hot showers, a boat ramp, swimming beach, and playground. A storage building is available for the attendants use.
  - 1.1.5. **White Flint Park:** This Park has 12 screen shelters and 13 RV/tent campsites with water and electric hook-ups. Campers have access to restroom facilities with hot showers, a boat ramp, and dump station. Attendants at White Flint Park operate the reservation program for White Flint and Winkler Park at the White Flint gatehouse and may be required to open and close gates and make rounds in Winkler Park in the absence of a volunteer at Winkler Park or as required by the Lake Manager.
  - 1.1.6. **Union Grove Park:** This Park has 37 RV/tent campsites with water and electric hook-ups. In addition to the campsites, three screen shelters are located in the park. Campers have access to restroom facilities with hot showers, a swim beach, playground, fishing dock and a boat ramp. The fishing dock and boat ramp are available to day users.
  - 1.1.7. **Stillhouse Park:** This Park has picnic sites with water access from each site as well as access to the swimming beach and a playground for the kids. Water is available at a central location within the picnic areas. Park has a boat ramp that is located adjacent to the marina. There are two group picnic shelters in the park.
  - 1.1.8. **Dana Peak Park:** This Park has 25 RV/tent campsites with water and electric hook-ups and 8 primitive tent sites. This park has restroom facilities with hot showers, swimming beach with change shelter, a picnic area, a group picnic area, a hike, bike, and equestrian trail, fishing dock and boat ramp.

2. **Duty Schedule:** Contractors are required to reside in the park and will maintain 24-hour surveillance when on duty. **All contractors will be on a “4 on and 4 off” shift schedule. Gate attendant A positions will begin work on the first contract day (Winter: October 1, Summer: April 1) for 4 days and are off for the next 4 days. Gate attendant B positions start work on the 5<sup>th</sup> day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.**
  - 2.1. Following the shift on the 4<sup>th</sup> day, the contractor is off duty at park closing time and the other gate attendant is on duty and must be in the park for after hour’s emergencies or other unexpected events.
  - 2.2. Contractors are required to work all holidays that fall on their duty days.
  - 2.3. Contractors at some locations are responsible for opening and closing additional park areas. See Table 1 “Park Hours of Operation” for the attendant responsible, opening/closing times and approximate round trip mileage required to perform this task.
3. **Manpower Requirements:** A minimum of one member of the two person team will man the gatehouse during duty hours. See Table 1 for park hours. Park gates shall be opened and closed at the time indicated in this table. During times of high usage, both members of the contracting team are required to be in the gatehouse to provide prompt customer service. Customer waiting time will be kept as short as possible.
  - 3.1 Duty hours: (6:00 am - 10:00 PM) during which Contractor will be required to perform visitor assistance duties in accordance with the U.S. ARMY CORPS OF ENGINEERS FORT WORTH DISTRICT GATE ATTENDANT SCOPE OF WORK, all Paragraphs. Normally, the gatehouse will be manned from 9:00 AM – 10:00 PM Friday and Saturday and from 9:00 AM – 9:00 PM Sunday through Thursday. Heavy use periods may require extended hours not to exceed 6:00am – 10:00pm. Permanent gatehouse duty schedule changes may be made with one (1) week advance notice from the Lake Manager.
  - 3.2 Availability hours: Non-duty hours (10:00 PM - 6:00 am) during which the Contractor must be inside the park in which he resides for response to unexpected events.
4. **Pre-work Conference and Training:** Gate Attendant orientation for Belton and Stillhouse Hollow Lakes is held the first day of the contract from 1300 – 1630 hours at the Capital Regional Office Conference Room. All contractors are required to attend at no additional cost to the government. Contract requirements and training on all facets of the Gate Attendant Program will be covered during this meeting. **Attendants not familiar with the NRRS software are encouraged to observe the outgoing attendants operate the system prior to orientation. Four days of observation are recommended. All attendants are required to allow incoming attendants access to the gatehouse for this purpose as directed by the Gate Attendant Coordinator.**
5. **Gatehouse:** The gatehouse will be **kept locked at all times** for the security of the contractor and Government Property. Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.
  - 5.1. The contractor may be required to perform small amounts of watering vegetation or weed control in the area around the gatehouse.
6. **Use Fee Collection:** Fee money and permits will be collected from the gate attendant contractor at the park by an appointed fee collector/cashier weekly, or as required. The attendant will prepare, balance and sign fee collection document(s). In the event fees do not balance, the contractor will be responsible for any shortage and any excess collections will be added to the total.

- 6.1. National Recreation Reservation Service (NRRS) computers are currently installed running the ORMS program to manage campsite, group and day use areas. Cash registers are also used at Stillhouse, Dana Peak, Westcliff and Temple's Lake Parks. The cash register totals will be entered into the NRRS computer at the end of each day. All gate attendants should be prepared to operate such equipment during the contract period. Any successful bidders who are new to the NRRS are strongly encouraged to work with the current contractor at the park to learn the system. Additional training will be provided during the contract term.
7. **Park Rounds:** Contractor shall make a minimum of two (2) periodic checks daily at least 2 hours apart of all park areas. Additional rounds shall be performed when necessary to ensure the accuracy of camping related records and fee collection. This is in addition to those required in opening and closing of park areas and entrance gates, if present. Additional inspections may be required to check visitor complaints, deliver messages and to assist park rangers, at no additional cost to the Government.
8. **Government Furnished Supplies:** Supplies deemed necessary by the Government for the performance of fee collection & camper management duties will be supplied. Any supplies deemed necessary by the contractor above what is provided by the Government will be secured at the expense of the contractor. The "Gate Attendant Handbook" will be made available to the contractor outlining day to day park operation procedures and policies.
9. **Communications:** A telephone will be provided at each gatehouse for official business use. Any charges determined to be personal or long distance other than official business are not allowed and will be the responsibility of the contractor. The Gate Attendant on duty is required to answer this phone during duty hours.
- 9.1. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.
- 9.2. A personal phone line may be installed at the gate attendant site. The Government will not be responsible for any costs related to this line or installation.
10. **Utilities:** No reimbursement will be made whenever utilities are not available to the Gate Attendant and must be secured elsewhere. The Government provides a 20 – 30 - 50 amp electrical pedestal, water and sewage hook-up at each gate attendant site.
11. **Compliance Inspections:** All Gate Attendants will be subject to contract compliance inspections, including public relations performance. Inspection results will be provided and any identified deficiencies shall be promptly corrected by the contractor. The frequency of inspections may be adjusted at the discretion of the Lake Manager or the appointed inspector.

**ADDITIONAL INFORMATION:**

1. For additional information contact: Todd Spivey, Park Ranger (254) 939-2461
2. A site visit is recommended for first time bidders.

Table 1: Park Hours of Operation, Belton &amp; Stillhouse Hollow Lakes

<b>Location</b>	<b>Open AM</b>	<b>Close PM</b>	<b>Mileage*</b>	<b>Responsible Attendant</b>
<b>Cedar Ridge Park</b>	6:00	10:00	N/A	Cedar Ridge
<b>Temple Park</b>	6:00	9:00	N/A	Temple
<b>Live Oak Ridge Park</b>	6:00	10:00	N/A	Live Oak Ridge
<b>Miller Springs NA</b>	8:00	Sunset***	0.2 mile	Live Oak Ridge
<b>Miller Springs Park</b>	8:00	Sunset***	0.5 mile**	Live Oak Ridge
<b>Belton Lakeview Park</b>	8:00	Sunset***	4 miles	Live Oak Ridge
<b>Westcliff Park</b>	6:00	10:00	N/A	Westcliff
<b>Westcliff Beach/Picnic Area</b>	6:00	9:00	N/A	Westcliff
<b>White Flint Park</b>	6:00	10:00	N/A	White Flint
<b>Winkler Park*****</b>	6:00	10:00	2 miles	White Flint
<b>Stillhouse Beach Area</b>	6:00	9:00	N/A	Stillhouse
<b>Stillhouse Entrance</b>	6:00	9:00	N/A	Stillhouse
<b>Chalk Ridge Falls NA</b>	8:00	Sunset***	12.0	Stillhouse
<b>Dana Peak Park</b>	6:00	10:00	N/A	Dana Peak
<b>Dana Peak Beach and Picnic Area</b>	6:00	9:00	N/A	Dana Peak
<b>Union Grove Park</b>	6:00	10:00	N/A	Union Grove
<b>Rivers Bend Park</b>	6:00	Sunset***	4.0	Union Grove

\* Mileage shown is one (1) round trip.

\*\* Miller Springs Park and Belton Lakeview Park mileage shown is 4.0 mi round trip to close Belton Lakeview Park plus 0.5 mi round trip deviation necessary to close Miller Springs Park during the same trip.

\*\*\* Sunset is the sunset time published in a local newspaper.

\*\*\*\*Park Host (Volunteer) located at this park will open and close the park gates.

## BELTON & STILLHOUSE HOLLOW LAKES GATE ATTENDANT CONTRACT BID SHEET

Contract Gate Attendant Services at the following parks on Belton and Stillhouse Hollow Lakes for the period: April 1, 2010 – September 30, 2010 Base Period April 1, 2011 – September 30, 2011 Option Period 1, & April 1, 2012 – September 30, 2012 Option Period 2.

Item #	Attendant Position	Est. No. Days		Bid Per Day		Total Cost
BN01a	Live Oak Ridge Park B Base	91	X	\$ _____	= \$	_____
BN01b	Live Oak Ridge Park B Option 1	91	X	\$ _____	= \$	_____
BN01c	Live Oak Ridge Park B Option 2	91	X	\$ _____	= \$	_____
BN01a + BN01b + BN01c		<b>Grand Total</b>		_____		
BN02a	Cedar Ridge Park B Base	91	X	\$ _____	= \$	_____
BN02b	Cedar Ridge Park B Option 1	91	X	\$ _____	= \$	_____
BN02c	Cedar Ridge Park B Option 2	91	X	\$ _____	= \$	_____
BN02a + BN02b + BN02c		<b>Grand Total</b>		_____		
BN03a	Temple Park A Base	92	X	\$ _____	= \$	_____
BN03a		<b>Grand Total</b>		_____		
BN04a	Temple Park B Base	91	X	\$ _____	= \$	_____
BN04b	Temple Park B Option 1	91	X	\$ _____	= \$	_____
BN04c	Temple Park B Option 2	91	X	\$ _____	= \$	_____
BN04a + BN04b + BN04c		<b>Grand Total</b>		_____		
BN05a	Westcliff Park B Base	91	X	\$ _____	= \$	_____
BN05b	Westcliff Park B Option 1	91	X	\$ _____	= \$	_____
BN05c	Westcliff Park B Option 1	91	X	\$ _____	= \$	_____
BN05a + BN05b + BN05c		<b>Grand Total</b>		_____		

BN06a	White Flint Park B Base	91	X	\$	_____	=	\$	_____
BN06b	White Flint Park B Option 1	91	X	\$	_____	=	\$	_____
BN06c	White Flint Park B Option 2	91	X	\$	_____	=	\$	_____
BN06a + BN06b + BN06c <b>Grand Total</b>					_____			

Item #	Attendant Position	Est. No. Days	Bid Per Day			Total Cost
SH01a	Union Grove Park B Base	91	X	\$	_____	= \$ _____
SH01b	Union Grove Park B Option 1	91	X	\$	_____	= \$ _____
SH01c	Union Grove Park B Option 2	91	X	\$	_____	= \$ _____
SH01a + SH01b + SH01c		<b>Grand Total</b>			_____	
SH02a	Stillhouse Park B Base	91	X	\$	_____	= \$ _____
SH02b	Stillhouse Park B Option 1	91	X	\$	_____	= \$ _____
SH02c	Stillhouse Park B Option 2	91	X	\$	_____	= \$ _____
SH02a + SH02b + SH02c		<b>Grand Total</b>			_____	
SH03a	Dana Peak Park B Base	91	X	\$	_____	= \$ _____
SH03b	Dana Peak Park B Option 1	91	X	\$	_____	= \$ _____
SH03c	Dana Peak Park B Option 2	91	X	\$	_____	= \$ _____
SH03a + SH03b + SH03c		<b>Grand Total</b>			_____	





**ADDITIONAL SCOPE OF WORK FOR LAKE GEORGETOWN**

1. All gate attendants will hand out information pamphlets to all visitors as they enter the park, assist users in locating sites, and courteously answer questions by visitors. Tact, diplomacy, and courtesy will be exercised at all times in dealing with the public. The Lake Georgetown staff is committed to providing our visitors with the highest level of customer service. Gate attendant contractors are expected to support and further this goal.

2. The contractor will:
- A. **Promptly** report accidents/incidents to Corps Rangers.
  - B. Keep a written record of **all** complaints and criticisms.
  - C. Keep records of campers and parks as required.
  - D. Present a neat and clean appearance while on duty.
  - E. Support the U.S. Army Corps of Engineers, all project programs and refrain from participation in the furtherance of rumors.
  - F. Collect and remit **all** fees and receipts as required.
  - G. Be required to attend a 4-6 hour orientation normally held the day before contractual services begin.

3. All gate attendants will maintain **24 hour surveillance** in the park for their 4 day work week which includes weekends and some Federal holidays. A workday includes approximately 14 to 16 hours actual duty time by at least one attendant. Work will be scheduled and days off will be coordinated so that the main gate will be manned at all times.

<u>4. PARK AREA</u>	<u>PRIMARY FUNCTION</u>
Jim Hogg	Camping
Cedar Breaks	Multiple Use
Russell	Multiple Use
Tejas Camp	Camping

Park gates at Jim Hogg Park, Cedar Breaks Park, and Russell Park are equipped with manually operated traffic control gates.

Hours of Operation: Camping areas open from 6:00 a.m.- 10:00 p.m.  
Day use areas open from 6:00 a.m.- dark  
Dark is defined as 30 minutes following official sunset time.  
Gatehouse open from 8:00 a.m. - 10:00 p.m.

Park closure gates will be opened and closed by contractor according to above schedule of operation.

5. Contractor may be required to direct traffic flow from outside the gatehouse for several hours during periods of heavy use in any park.
6. **No fee collection contract will be in effect. The contractor will be required to convert all cash received during their 4 day work week into money orders or certified checks and remit them (along with all checks received) directly to the address specified by the Corps. The contractor will be responsible for, but not limited to, the cost of acquiring all money orders, certified checks, envelopes, and postage necessary to deliver all monies collected during the preceding 4 day period to an address to be specified by the Corps. The estimated number of money orders/certified checks required per attendant will be twenty-five. The contractor will be responsible for acquiring a surety bond in the amount of \$5,000.00 prior to start of contract. All**

**gate attendants are required to remit their paperwork and receipts to the Project office as instructed by the fee collector.**

7. All open parks will have two sets of gate attendants. The schedules are as follows.

A. Jim Hogg Park--Jim Hogg Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main entrance gate to the park at 6:00 a.m. and close it at 10:00 p.m. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps.

B. Cedar Breaks Park--Cedar Breaks Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main entrance gate to the park at 6:00 a.m. and close it at 10:00 p.m. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the morning shift on any particular day will be required to open the Stilling Basin gate and the Overlook Park gate at approximately 6:00 a.m. daily. Approximate mileage is 13 miles round-trip. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the evening shift on any particular day will close the same gates daily at dark. Each attendant on duty will open and close the picnic area gate within the park in accordance with the posted hours of operation. Prior to closing any of these gates, the attendant will insure that all vehicles have vacated the area. Under no circumstances will a vehicle be locked behind any gates where a 24 hour exit is not provided.

C. Russell Park-- Russell Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main gate and the camp/day use gate at 6:00 a.m. and close them at 10:00 pm. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps. The park attendant will be responsible for making sure the swim beach/day use area is vacant at dark and both gates to it are closed. Dark will be defined as 30 minutes past official sunset time. Overnight camping will be allowed at the covered group use shelters in the day use area and the park attendant will be required to collect these fees and remove non-overnight users.

D. Tejas Camp--Tejas Camp attendants will be on duty 4 days a week. The contractor's primary responsibilities will be to collect camping fees and monitor the park and surrounding areas. The gate attendant will be required to open the main park gate at 6:00 am and close it at 10:00 pm. Although there is no gatehouse there, at least one person should be in the park from 6:00 am until 10:00 pm on workdays.

8. A telephone (party-line system with the other gate attendants) will be provided for the gatehouse. An outside jack (on the same line) will be provided for the contractor's RV. The Government will not be responsible for the hookup from the jack to the RV. Long distance phone calls are not authorized on these phone lines. Where available, contractors may secure an additional phone line at the sole expense of the contractor. The contractor will not disclose this number to anyone except for emergency notification since the number is non-published. Failure to comply with this rule may result in changing the number at the attendant's own cost.

9. No reimbursement will be made whenever utilities are not available and must be secured elsewhere.

10. **Smoking is not allowed in any gatehouse.** The gatehouse will be kept in a neat orderly condition and thoroughly cleaned at the end of each shift. All cleaning supplies, including but not limited to toilet paper and paper towels, will be provided by the contractor. Deficiencies in this area will be corrected immediately upon notification by the Park Manager or his representative.

11. The contractor will be required to water shrubs, trees, grass, and flowers in the immediate area of the entrance gate complex as required by the Park Manager or his representatives.

12. All pets will be confined in the contractor's trailer or on a leash less than six feet in length. **Pets are not permitted in the gatehouse at anytime except for animals trained in, and aiding the handicapped.** Failure to comply with this regulation can result in cleaning/replacing of the carpet at the attendants own expense.
13. The maximum trailer size to be used by the contractor is 45 feet. The contractor will maintain the area where the trailer is parked in a clean and sanitary condition at all times.
14. The gatehouse and all safes therein will be locked at all times. Only authorized personnel are permitted in the gatehouse at anytime.
15. The contractor will provide a minimum of three patrols daily. More patrols may warranted (by an increased number of users inside the park) on any given day to insure security and Title 36 compliance.
16. The contractor will be required to use a computer extensively in collecting fees. The contractor will be required to collect day use fees in accordance with established policies, guidelines, and methods. The methods will include the use of computers, cash registers, and other means not previously in use. In addition, the contractor will be required to sell Annual Day Use Passes. Contractors will be personally responsible for any failure to collect fees.
17. The contractor will report all disturbances to Corps Rangers or, in the event that he/she is unable to contact a Corps Ranger, to local law enforcement officers. All communications with law officers will be reported to Corps Rangers as soon as practical. The contractor will not attempt to apprehend any violators. In the case of a medical emergency, EMS will be contacted and a Ranger will be notified as soon as possible.
18. The contractor will be required to operate reservation system software and a computer system employing a mouse and printers using standard operating procedures outlined in handouts and the gate attendant handbook. While it is not mandatory, it is highly recommended that the attendant attend several days of unpaid training to learn the new reservation software. Suggested time for training is approximately 30 hours. **Please note that ORMS is web based and requires new training.**
19. The contractor may be required to take evaporation pond and lift station meter readings if no park host is available or on duty.
20. **The contractor will be responsible for picking up all supplies necessary to operate the gatehouse.** These will be available at the project office during normal business hours (Monday – Friday 8:00 am to 4:30 pm). Two day advance notice shall be given for items which will be printed at the office (use the supply list to order in advance). Many of the forms used will be available on the computer at the campground gatehouse.

## **GATE ATTENDANT DUTY SCHEDULE**

For Cedar Breaks, Jim Hogg, and Russell Parks:

Shift 1 - starts 1 Apr thru 4 Apr and then you are off 4 days, etc...

Shift 2 - starts 5 Apr thru 8 Apr and then you are off 4 days, etc...

Tejas – off on Wednesday.

Each attendants shift ends at 12:00 am of their last day. The attendant is responsible for surveillance in the park up to that time. Do not leave the park before your surveillance period is over unless you have made arrangements with the other gate attendants to finish your shift.

This rotates each shift thru some weekends off. Calendars are normally provided in each gatehouse to mark your workdays. If you have any questions concerning the new changes, please contact Olen Burditt at (512)930-2283 prior to bidding. **Consult the bid sheet for the total number of days per shift.**

### **Bidders on Russell and Tejas Parks:**

Please note the changes to duties there – overnight camping is now allowed in Russell Park. Russell and Tejas Park gate attendants will be required to convert all cash to money orders/ cashiers checks, total all checks on tape, and remit to the Recreation Fee Cashier as instructed. Take this into consideration when bidding.

### **All bidders:**

Please read the specifications carefully – some duties have changed!

**BID SCHEDULE  
GATE ATTENDANT CONTRACT SERVICES  
GEORGETOWN LAKE**

001

GATE ATTENDANT (4 DAY)

GEORGETOWN LAKE

CEDAR BREAKS PARK - SHIFT 1 92

DAY \$\_\_\_\_\_

01 APR 10 THRU 30 SEP 10

TOTAL \$\_\_\_\_\_

002

GATE ATTENDANT (4 DAY) – **OPTION YEAR**

GEORGETOWN LAKE

CEDAR BREAKS PARK - SHIFT 1 92

DAY \$\_\_\_\_\_

01 APR 11 THRU 30 SEP 11

TOTAL \$\_\_\_\_\_

003

GATE ATTENDANT (4 DAY)

GEORGETOWN LAKE

CEDAR BREAKS PARK - SHIFT 2 91

DAY \$\_\_\_\_\_

01 APR 10 THRU 30 SEP 10

TOTAL \$\_\_\_\_\_

004

GATE ATTENDANT (4 DAY) – **OPTION YEAR**

GEORGETOWN LAKE

CEDAR BREAKS PARK - SHIFT 2 91

DAY \$\_\_\_\_\_

01 APR 11 THRU 30 SEP 11

TOTAL \$\_\_\_\_\_

005

GATE ATTENDANT (4 DAY)

GEORGETOWN LAKE

JIM HOGG PARK - SHIFT 1 92

DAY \$\_\_\_\_\_

01 APR 10 THRU 30 SEP 10

TOTAL \$\_\_\_\_\_

006

GATE ATTENDANT (4 DAY) – **OPTION YEAR**

GEORGETOWN LAKE

JIM HOGG PARK - SHIFT 1 92

DAY \$\_\_\_\_\_

01 APR 11 THRU 30 SEP 11

TOTAL \$\_\_\_\_\_

007

GATE ATTENDANT (4 DAY)

GEORGETOWN LAKE

JIM HOGG PARK - SHIFT 2

91

DAY \$\_\_\_\_\_

01 APR 10 THRU 30 SEP 10

TOTAL \$\_\_\_\_\_

008

GATE ATTENDANT (4 DAY) – **OPTION YEAR**

GEORGETOWN LAKE

JIM HOGG PARK - SHIFT 2

91

DAY \$\_\_\_\_\_

01 APR 11 THRU 30 SEP 11

TOTAL \$\_\_\_\_\_

009

GATE ATTENDANT (4 DAY)

GEORGETOWN LAKE

RUSSELL PARK – SHIFT 1

92

PER DAY \$\_\_\_\_\_

01 APR 10 THRU 30 SEP 10

TOTAL\$\_\_\_\_\_

010

GATE ATTENDANT (4 DAY) – **OPTION YEAR**

GEORGETOWN LAKE

RUSSELL PARK – SHIFT 1

92

PER DAY \$\_\_\_\_\_

01 APR 11 THRU 30 SEP 11

TOTAL\$\_\_\_\_\_

011

GATE ATTENDANT (4 DAY)

GEORGETOWN LAKE

RUSSELL PARK – SHIFT 2

91

PER DAY \$\_\_\_\_\_

01 APR 10 THRU 30 SEP 10

TOTAL\$\_\_\_\_\_

012

GATE ATTENDANT (4 DAY) – **OPTION YEAR**

GEORGETOWN LAKE

RUSSELL PARK – SHIFT 2

91

PER DAY \$\_\_\_\_\_

01 APR 11 THRU 30 SEP 11

TOTAL\$\_\_\_\_\_

013  
GATE ATTENDANT (4 DAY)  
GEORGETOWN LAKE  
TEJAS PARK 157 DAY \$\_\_\_\_\_  
01 APR 10 THRU 30 SEP 10  
  
TOTAL \$\_\_\_\_\_

014  
GATE ATTENDANT (4 DAY) – **OPTION YEAR**  
GEORGETOWN LAKE  
TEJAS PARK 157 DAY \$\_\_\_\_\_  
01 APR 11 THRU 30 SEP 11  
  
TOTAL \$\_\_\_\_\_

**\*\*\*Bidders must bid option year to be considered for any year.\*\*\***

**POINT OF CONTACT FOR GEORGETOWN LAKE IS OLEN BURDITT, 512/930-2283**

## GRANGER LAKE SCOPE OF WORK

### A. SCOPE OF WORK

1. Duty Shift Schedules: Contractor will maintain 24-hour surveillance at a park in accordance with the "Gate Attendant Duty Shift Schedule". Schedule is subject to change with one (1) week advance notice. Note that the Gate Attendant may be required to work on Holidays as requested by the Park Manager.

a. Surveillance Hours: Duty hours during which Contractor will be required to perform visitor assistance duties in accordance with the Capital Regional Office (CRO) Gate Attendant Scope of Work and Responsibility, all Paragraphs. In all parks, surveillance will be maintained from 6:00 am - 10:00 PM.

Duty Hours actually in the gate house are:

Sunday	0900 to 2000
Monday	1000 to 2000
Tuesday	1000 to 2000
Wednesday	1000 to 2000
Thursday	0900 to 2200
Friday	0900 to 2200
Saturday	0900 to 2200

The Friday and Saturday Hours will be used for all holidays, regardless of when they fall. Duty Hours may vary due to high usage and holidays.

b. Availability hours: Non-duty hours (10:00 PM - 6:00 am) during which the Contractor must be inside the park in which he resides for response to unexpected events in accordance with Duty Shift Schedule.

2. Operational Responsibility: Park closure gates will be opened and closed by the Contractor on duty according to the following schedule of operation:

Camping areas open from 6:00 am - 10:00 PM

Day use areas open from 6:00 am - dark \*

\* Dark - 30 minutes after sunset

All parks are multiple use parks equipped with traffic control devices and gates. Gate Attendants will be required to operate the gate attendant building during surveillance hours indicated in paragraph A.1.a above, and in accordance with all paragraphs in the CRO Gate Attendant Scope of Work and Responsibility. Listed below are additional requirements at each park.



- a. Wilson H. Fox Park: The contractor will be required to open and close group shelter gates as facility usage deems necessary along with everyday opening and closing of day use area.
- b. Taylor Park: The Contractor may be responsible for opening and closing the West End Trailhead gate at 6:00 am and dark, respectively.
- c. Willis Creek Park: The Contractor will be required to close the group shelter gate the night prior to rental and open the gate when reservations arrive.
- d. Friendship Park: The contractor will be required to work all holidays as designated by the park manager. The contractor will be required to open and close group shelter gates as facility usage deems necessary. Friendship Park works normal schedule Friday, Saturday, & Sunday. Contractor will be required to work Memorial Day, July 4<sup>th</sup> and Labor Day.

3. Park Patrols. Contractor will be required to make a minimum of three (3) periodic checks daily at least 2 hours apart of all park areas to insure proper use of facilities. This is in addition to those required in opening and closing of the day use area and entrance gates. Boat ramp parking areas and beach areas must be checked at the beginning of each shift to identify day-user vehicles that have failed to pay a user fee. Handouts will be placed on the windows of vehicles and description and license plate number of the vehicle must be recorded. Violations of Title 36 Rules and Regulations by visitors will be given to park rangers for compliance however they see fit and **NOT** enforced by contractors. Violations to this could result in termination of the contract. One attendant must remain on duty at the gatehouse while the other patrols the campground. Additional inspections may be required to check on visitor complaints, deliver emergency messages, assist park rangers, conduct visitor comment surveys, and to insure visitors comply with park closure regulations. This is all at no additional cost to the government.

4. Use Fee Collections. Deposits will be created after the end of each contractors 4 day shift. All paper work and monies must be submitted to the Granger Project Office prior to the start of the contractor's next shift starting, or within four days of the end of the contractor's contract period. For distance to the project office from each park see "Granger Lake Mileage Chart". The contractor will be responsible for remitting monies for each individual approved deposit. The final approved deposit, and cashiers check, and all personal checks will be submitted to the project office. The contractor will be responsible for purchasing cashiers checks (CC) for cash received from user fees. If Cashiers Checks need to be cancelled and reissued for any reason it will be at the contractor's expense. The Government will mail all paperwork, cashiers checks, and personal checks to the NRRS Lockbox. Any copies or supplies needed to turn-in the deposit will be at the expense of the contractor. Inspections (weekly, random, and monthly) may be performed during the contract period.

## B. SPECIAL REQUIREMENTS FOR LIVING AREA ON GOVERNMENT PROPERTY

- 1. Communications. A telephone and radio communication will be provided at each

entrance station. A telephone jack (extension-line system with other gate attendant contractors) at the trailer site may be provided. The Government will not be responsible for the hookup from the outside phone jack into the travel trailer.

2. Utilities. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The Government provides an electrical, water and sewage hook-up. The use of these facilities are at the contractors risk and damage to equipment will be the sole responsibility of the contractor.

3. Laundry. Because of the open nature of the trailer sites and their proximity to the park entrance, no clotheslines or the drying of laundry at or near the trailer site will be permitted.

4. Trailer Site. Maximum size trailer not more than 42 feet in length and 12 feet in width. The contractor will maintain the area where the trailer is parked in a clean, mowed, sanitary condition at all times. Area to be mowed extends 30 feet in all directions from trailer pad. Contractor will be required to furnish all necessary mowing equipment or contract with others to perform the mowing.

5. Gate House Maintenance: Gate attendants are responsible for maintaining the gate house, both inside and outside, in a clean, orderly, and sanitary condition at all times. Gate attendants will provide all equipment, tools and needed supplies necessary for use and to clean the gatehouse.

#### C. Special Considerations.

1. Computers or cash registers are currently installed in the gatehouses. All gate attendants should be prepared to operate such equipment during the contract period. Training for the computer operation will be provided by the Government. Use of the program will require computer literacy. The program is window driven with the use of a mouse and relatively mistake proof. Minimal computer training or skills are anticipated to be required by prospective bidders. A training computer will be available for contractors a week prior to the start of the contract. While it is not mandatory, it is highly recommended that the contractor utilize the unpaid training time to learn the new reservation software. Note all contractors will be on a four days on four day off alternating shift schedule.

2. For the month of March only, contractors in Taylor Park may operate the gate house with a single person team. This is to ensure that contractors are allowed to bid both summer and winter jobs allowing the contractor to operate two contracts for this month only, should that be necessary. If no winter contract is held, a two person team will be required for the month of March. After the month of March, all gate attendants are required to have a two person team.

## Granger Lake Mileage Chart (estimated)

	Project Office	Friendship Park	Taylor Park	Taylor W.Trailhead
Taylor	4.5	5.8		1.6
Wilson Fox	2.8	4.1	1.7	
Willis Creek	10.0	8.7		
Friendship	1.3			7.4

**GRANGER LAKE GATE ATTENDANT DUTY SHIFT SCHEDULE**  
**1 MARCH THROUGH 30 SEPTEMBER for Taylor Park**  
**1 APRIL THROUGH 30 SEPTEMBER for Wilson Fox, Willis Creek & Friendship Parks**

CONTRACTOR	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>WILSON H. FOX PARK</b> Surveillance Hours Availability Hours Gate House Hours	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2000
<b>TAYLOR PARK</b> Surveillance Hours Availability Hours Gate House Hours	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2000
<b>WILLIS CREEK PARK</b> Surveillance Hours Availability Hours Gate House Hours	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 1000-2000	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2200	0600-2200 2200-0600 0900-2000
<b>FRIENDSHIP PARK</b> Surveillance Hours Availability Hours Gate House Hours	OFF	OFF	OFF	OFF	0600-2200 2200-0600 0900-Dark	0600-2200 2200-0600 0900-Dark	0600-2200 2200-0600 0900-Dark

\*\*\* All gate attendants are on a four on four off schedule. Contractor #1 in each park will start the contract, working the first four days, then alternate with contractor #2. No changes to this schedule will be made without prior approval by the lake manager.

<b>GATE ATTENDANT BID SHEET (SUMMER)</b>				
Item #	Attendant Position	Estimate d # of Days	Bid Per Day	Total Cost
<b>GA001</b>	<b>Wilson H. Fox Park #1</b>	<b>92</b>	<b>X</b>	<b>=</b>
01 APR 2010 thru 30 SEP 2010				
<b>GA001 A</b>	<b>Wilson H. Fox Park #1</b>	<b>92</b>	<b>X</b>	<b>=</b>
01 APR 2011 thru 30 SEP 2011				

<b>GATE ATTENDANT BID SHEET (SUMMER)</b>				
Item #	Attendant Position	Estimate d # of Days	Bid Per Day	Total Cost
<b>GA002</b>	<b>Wilson H. Fox Park #2</b>	<b>91</b>	<b>X</b>	<b>=</b>
01 APR 2010 thru 30 SEP 2010 <b>**NOTE**</b> <i>There is not an option year on this contract</i>				

<b>GATE ATTENDANT BID SHEET (SUMMER)</b>				
Item #	Attendant Position	Estimate d # of Days	Bid Per Day	Total Cost
<b>GA003</b>	<b>Willis Creek Park #1</b>	<b>92</b>	<b>X</b>	<b>=</b>
01 APR 2010 thru 30 SEP 2010				
<b>GA003 A</b>	<b>Willis Creek Park #1</b>	<b>92</b>	<b>X</b>	<b>=</b>
01 APR 2011 thru 30 SEP 2011				

<b>GATE ATTENDANT BID SHEET (SUMMER)</b>				
Item #	Attendant Position	Estimate d # of Days	Bid Per Day	Total Cost
<b>GA004</b>	<b>Taylor Park #2</b>	<b>106</b>	<b>X</b>	=
01 MAR 2010 thru 30 SEP 2010				
<b>GA004 A</b>	<b>Taylor Park #2</b>	<b>106</b>	<b>X</b>	=
01 MAR 2011 thru 30 SEP 2011				

<b>GATE ATTENDANT BID SHEET (SUMMER)</b>				
Item #	Attendant Position	Estimate d # of Days	Bid Per Day	Total Cost
<b>GA005</b>	<b>Friendship Park #1</b>	<b>80</b>	<b>X</b>	=
01 APR 2010 thru 30 SEP 2010 <b>**NOTE**</b> <i>There is not an option year on this contract</i>				

## CANYON LAKE SCOPE OF WORK Summer 2010 & 2011

Contractors will be expected to fully comply with all guidelines specified in the Fort Worth District Gate Attendant Scope of Work and guidelines specified within the Canyon Lake Scope of Work. Description of the hours and days to be worked are given in Section 1 "Duty Schedule". Descriptions of the park areas are included in Section 15 "Park Descriptions". The word "Government" refers to the Government of the United States of America and any agency thereof. "Lake Office" refers to the U.S. Army Corps of Engineers, Canyon Lake office located at 601 C.O.E. Road.

### 1. DUTY SCHEDULE

Contractors are required to reside in the park<sup>1</sup> and will maintain 24-hour surveillance when on duty. **All contractors will be on a "4 on and 4 off" work schedule. The contract period begins 1 April and ends 30 September for both Base and Option years. Both "A" and "B" Shifts will work 1 April. "A" Shift will be responsible for operating gate house register, computer and collecting fees, "B" Shift will observe and learn gate house operation procedures. "A" Shift will then work the following three days to fulfill 4 days on and are off for the next 4 days. "B" Shift will begin official 4 on/4 off starting 5 April. 4 on/4 off pattern will continue throughout the term of the contract.** The terms for the contracts advertised for Summer 2010/2011 at Canyon Lake are as follows:

- Canyon Beach A Shift – Base Year 2010 and Option Year 2011
- Canyon Beach B Shift – Base Year 2010 only
- Canyon Park A Shift – Base Year 2010 and Option Year 2011
- Canyon Park B Shift – Base Year 2010 only
- Comal Park A Shift – Base Year 2010 and Option Year 2011
- Comal Park B Shift – Base Year 2010 only
- Cranes Mill Park A Shift – Base Year 2010 and Option Year 2011
- Cranes Mill Park B Shift – Base Year 2010 only
- North Park A Shift – Base Year 2010 and Option Year 2011
- North Park B Shift – Base Year 2010 only
- Potters Creek Park A Shift – Base Year 2010 and Option Year 2011
- Potters Creek Park B Shift – Base Year 2010 only

<sup>1</sup>NO RV Sites are supplied for Contractors at Canyon Beach A or B Shifts. RV sites for Canyon Beach Contractors are located next to Canyon Lake office compound. No hours required beyond scheduled duty hours.

1.1 Following the shift on the 4<sup>th</sup> day, the Contractor is off duty at park closing time and the other Contractor is on duty and must be in the park for after hour emergencies or other unexpected events.

1.2 Contractors are required to work all holidays that fall on their duty days.

1.3 Contractors at some locations are responsible for opening and closing additional park areas. See Table 1 "Park Hours of Operation – Canyon Lake" for the attendant responsible and opening/closing times.

1.4 If conditions warrant, the Lake Manager has the authority to change days off or times if necessary. However, the total numbers of days for a contract may not be changed except by the Government's Contracting Officer. Duty schedule is subject to change with one (1) week advanced notice and must be in writing.

## 2. MANPOWER REQUIREMENTS

A minimum of one member of the two person team will man the gatehouse during duty hours. See Table 1 for park hours. Park gates shall be opened and closed at the time indicated in Table 1. During times of peak usage, Table 2, both members of the contracting team are required to be in the gatehouse to provide prompt customer service. Customer waiting time will be kept as short as possible.

2.1 Duty hours: See Table 1 for park duty hours. Contractor will be required to perform visitor assistance duties in accordance with the U.S. Army Corps of Engineers Fort Worth District Gate Attendant Scope of Work, all Paragraphs.

2.2 Availability hours: During 4 days on non-duty hours the Contractor must be inside the park in which they reside for response to unexpected events and emergency situations.

2.3 Due to the nature of duties required for Contractors at any gatehouse, and in order to make sure that Contractors and their team member get adequate rest and down time away from the gatehouse, the second team member for any Contractor may not already have another contract for the gate attendant position at the same, or any other, park at Canyon Lake.

## 3. PRE-WORK CONFERENCE AND TRAINING

Contractor orientation will be required prior to the start of the contract period, held at the lake office. The exact date will be scheduled by the gate attendant coordinator. All Contractors and team members are required to attend at no additional cost to the government. **Orientation is mandatory.** Contract requirements and training will be covered at orientation. Other meetings may be scheduled through-out the term of the contract as deemed necessary and attendance is mandatory. Notification shall be given as to dates and times of any and all orientation/meetings. Contractors not familiar with the NRRS software are encouraged to observe the outgoing attendants operate the system prior to orientation. Four days of observation are recommended. All current Contractors are required to allow incoming Contractors access to the gatehouse for this purpose as directed by the Gate Attendant Coordinator or NRRS Coordinator.

## 4. GATEHOUSE

4.1 The gate house will be **kept locked at all times** for the security of the Contractor and Government property. Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse for any amount of time.

4.2 The Contractor is responsible for maintaining the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times. The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following:

- a. toilet facilities
- b. floors – swept and mopped, carpets vacuumed
- c. windows – washed
- d. entire interior building surfaces – dusted, cleaned as necessary
- e. outside building and walking surfaces – to include watering, weed or insect control around the gatehouse and flower beds
- f. seventy-five (75) feet of gatehouse will be free of litter
- g. all trash cans emptied

4.3 Smoking is not allowed in or within 15 feet of the gatehouse. Disposal of any smoking material may not be in the gatehouse or anywhere on park grounds.

## 5. USE FEE COLLECTION

Fee money and permits will be collected from the Contractor at the park by an appointed fee collector/cashier at the end of the scheduled work shift, or as required. The Contractor will prepare, balance and sign fee collection document(s). In the event fees do not balance, the Contractor will be responsible for any shortage and any excess collections will be added to the total.

5.1 Potter's Creek Park is part of the National Recreation Reservation Service (NRRS). Contractors at Potter's Creek Park will need to have basic computer skills, particularly in windows based programs. Cranes Mill Park is currently closed to the public due to contract renovation work. The anticipated re-opening is Winter 2010 season but could be as early as Summer 2010 season. Upon re-opening Cranes Mill Park will be on the NRRS system and attendants will be required to have basic computer skills, particularly in window based programs. Training will be provided for the NRRS program if necessary. North Park, Canyon Park, Canyon Beach, and Comal Park Contractors will make use of cash registers to process fees. Basic knowledge of cash register use will be helpful. Attendants will collect all fees at the gatehouse and will **NOT** be required to drive through the park to collect fees. **\*Please note that the Contractors are responsible for setting up their own bank accounts that may be required to obtain cashiers checks.**

## 6. PARK INSPECTIONS

Contractor shall patrol entire park a minimum of four (4) times daily at least two (2) hours apart. Additional rounds shall be performed when necessary to ensure the accuracy of camping related records and fee collection. This is in addition to those required in opening and closing of park areas and entrance gates, if present. Contractors shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. Contractors shall keep a patrol inspection report in a neat and timely manner. Contractors shall check all restroom lights and guard



lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, Contractors will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cut-offs will be turned on and off as required by the Lake Manager. Additional inspections may be required to check visitor complaints, deliver messages and to assist park rangers, at no additional cost to the Government.

## **7. SUPPLIES**

7.1 Government Supplied Items: The Government will supply the following materials: forms, maps, brochures, handouts, light bulbs, air conditioning filters, computer paper, staplers, staples, dry erase markers, printer, fax and cash register toner/ribbon, and water hose.

7.2 The Contractor shall furnish all materials, excluding those furnished by Government as specified above, necessary to operate the gatehouse. This list includes, but is not limited to, hi-liters, color markers, notepads, pens, pencils, tape and tape dispensers, paper clips, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

## **8. COMMUNICATIONS**

A telephone, cell phone and fax machine will be provided at each gatehouse for official business use. Any charges determined to be personal or long distance other than official business are not allowed and will be the responsibility of the Contractor. The Contractor/team member on duty is required to answer either phone during duty hours.

8.1 Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.

8.2 A personal phone line may be installed at the Contractor RV site. The Government will not be responsible for any costs related to this line or installation.

## **9. UTILITIES**

No reimbursement will be made whenever utilities are not available to the Contractor and must be secured elsewhere. The Government provides a 50 amp electrical, water and sewage hook-up at each Contractor RV site.

9.1 A Government contractor will remove all waste from the furnished sewage holding tank. However, Contractor is required to inform the lake office at times when the tank needs to be emptied.

## **10. MAIL**

Contractor should establish his/her own post office box a post office or at a rural mail box (on postal contract route) set up at residence site. No personal mail may be received at the U.S. Army Corps of Engineers offices.

## **11. INVOICING**

Contractors will submit a current monthly invoice to the Gate Attendant Coordinator as instructed in the Invoice Memorandum inside the "Gate Attendant Red Book" provided by the lake office. Further instructions will be provided at the mandatory Pre-work conference and training orientation.

## **12. GOOD HEALTH AND PHYSICAL ABILITY**

Since long hours during each duty day are required for the job, it is recommended that Contractors and team members be in good health. Also working long hours in excessive heat, cold or other adverse weather may be required. Contractors should be able to converse in English and comprehend the spoken word in normal conversational tone.

## **13. COMPLIANCE INSPECTIONS**

All Contractors will be subject to contact compliance inspections, including public relations performance. Inspection results will be provided and any identified deficiencies shall be promptly corrected by the contractor. The frequency of inspections may be adjusted at the discretion of the Lake Manager or the appointed inspector.

## **14. RELATED REQUIREMENTS**

14.1 TRAVEL: Travel distances from the various parks to the lake office at Canyon Dam will range from five (5) to fifteen (15) miles one-way.

14.2 SAFETY: All government employees and contractor personnel are required to work safely. This will include driving vehicles or other activities. Unsafe conditions, either in parks, on equipment or inside any government area, whether a danger to project personnel, contractor personnel, or the visiting public will be reported immediately to the project manager. Any accident or personal injury will also be reported immediately to the Lake Manager at the lake office (telephone: 830-964-3341 or 964-3660).

## **15. PARK DESCRIPTIONS**

The Lake Office is located approximately 15 miles west of US 35 off FM 306 and South Access Road in Canyon Lake, Comal County, Texas. For additional information go to the following web site: [www.swf-wc.usace.army.mil/canyon](http://www.swf-wc.usace.army.mil/canyon)

Canyon Park is a camping only park located approximately 19 miles northwest of I-35 and New Braunfels, TX, just off FM 306 (north side of lake). The park consists of 465 acres. There is a commercial marina and restaurant, 3 group shelters, 1 boat ramp and 150 class B campsites. This area does not contain electrical hookups for camper use. This park is popular with families. Camping and day-use areas (beach) are separated. Camping entrance gatehouse (without restroom facilities) is located less than 600 feet from Contractor pad sites. A portable toilet is supplied by the government near the gatehouse for use by Contractors.

Canyon Beach is a day-use only park located approximately 19 miles northwest of I-35 and New Braunfels, TX, just off FM 306 (north side of lake). Canyon Beach has a developed swimming beach, 13 picnic sites and 200 parking spaces. A portable toilet is supplied by the Government near the gatehouse for use by Contractors. There are no facilities at this park for gate attendants to stay on site, facilities located off-site.

Comal Park is a day-use only park located approximately 24 miles northwest of I-35 and New Braunfels off of FM 2673. Comal Park has a developed swimming beach, playground, 2 boat ramps, 55 picnic sites, and restrooms with flush toilets. One Contractors pad site (A Shift) is located approximately 200 feet from the gatehouse. The other pad site (B Shift) is located approximately ¼ of a mile from the gate house within the confines of the park. The gatehouse is equipped with central heat and air conditioning and restroom facilities.

Cranes Mill Park is a camping only park with day use boat ramp located approximately 27 miles northwest of I-35 and New Braunfels, TX, just off FM 2673 (south side of lake). Crane's Mill Park is currently under renovation with 65 new camping sites being added with electrical and water hook-ups. This park contains a free fishing pier area, a marina, a rest room with showers and flush toilets and a boat ramp in the fee area. This park is popular with fisherman and boaters. Park entrance gatehouse is located across the street from gate attendant pad site. Day use fees for boat ramp use are charged for non-campers using the boat ramp.

North Park is a camping park with limited day-use activities located approximately 2 miles west of FM 306 on the north side of the lake. North Park (35 acres) contains about 19 campsites. North park has limited day-use with use by fishermen and hikers. Restroom facilities are provided. This park is very popular with SCUBA divers. The park entrance gatehouse is located across the street from the Contractors pad sites. Park entrance gatehouse contains air conditioning and heat, but no restroom facilities.

Potters Creek Park is a camping only park located approximately 24 miles northwest of I-35 and New Braunfels, TX, off FM 306 (north side of lake). The park consists of 320 acres. There are 109 sites with 50 amp electricity and water, 10 sites with 30 amp electricity and water, seven screened shelters, five large family sites, rest rooms with showers and flush toilets, two sanitary dump stations, a group shelter, a beach, and 2 boat ramps. This park is popular with families. Camping entrance gatehouse is located less than 200 feet from Contractors residence sites. The gatehouse is equipped with central heat and air conditioning and restroom facilities.

## **16. ADDITIONAL INFORMATION**

Prospective bidders not familiar with the job site are encouraged to visit the project or discuss the contract with project employees before submitting a bid. Some of the parks on Canyon Lake

are larger and carry more public use than others and therefore may require more intense work individually.

For additional information contact: **Joanne Murphy, Gate Attendant Coordinator, U.S. Army Corps of Engineers, 601 C.O.E. Road, Canyon Lake, Texas 78133- 4112. Telephone - 830/964-3341 ext. 107**

Table 1. Park Hours of Operation – Canyon Lake

<b>Location</b>	<b>Open Time</b>	<b>Close Time</b>	<b>Responsible Attendant</b>
Canyon Beach	1 pm – Mon-Fri 7 am – Sat/Sun & Holidays	Sunset <sup>1</sup> Sunset <sup>1</sup>	Canyon Beach
Canyon Park	7 am	10 pm <sup>2</sup>	Canyon Park
Comal Park	7 am	Sunset <sup>1, 2</sup>	Comal Park
Cranes Mill Park	7 am	10 pm <sup>2</sup>	Cranes Mill Park
North Park	9 am	10 pm <sup>2</sup>	North Park
Overlook Park	7 am	Sunset <sup>1</sup>	North Park
Potters Creek Park	7 am	10 pm <sup>2</sup>	Potters Creek Park

<sup>1</sup> Sunset times for Canyon Lake are provided to Contractors. Gates should be locked within 30 minutes after sunset. Contractors must ensure all visitors have exited the park.

<sup>2</sup>Specified park exit gates in camping areas will be left open at all times. Contractors will be advised as to which gates apply.

Table 2. Peak Usage Hours. Two adults must be in the gatehouse during these times. These times may be adjusted, in writing, at the discretion of the Lake Manager or his alternate.

<b>Location</b>	<b>Peak Hours</b>
Canyon Beach (Day Use)	Fridays, Saturdays & Sundays: 12 pm – Sunset Holidays: 7 am – Sunset
Canyon Park (Campground)	Fridays: 5 pm – 10 pm Saturdays & Sundays: 12 pm – 6 pm
Comal Park (Day Use)	Fridays, Saturdays & Sundays: 12 pm – Sunset Holidays: 7 am - Sunset
Cranes Mill Park (Campground)	Fridays: 5 pm – 10 pm Saturdays & Sundays: 12 pm – 6 pm
North Park (Campground)	Fridays: 5 pm – Sunset Saturdays & Sundays: 12 pm – 6 pm
Potters Creek Park (Campground)	Fridays: 5 pm – 10 pm Saturdays & Sundays: 12 pm – 6 pm

**Canyon Lake  
Gate Attendant Contract Bid Sheet**

Contract Gate Attendant Services at the following parks on Canyon Lake for: Base Period 1 April 2010 - 30 September 2010; Option Period, A Shift only, 1 April 2011 - 30 September 2011.

Item #	Attendant Position	Est. # Days		Bid Per Day	Total Cost
CN01a	Canyon Beach A Shift - Base	92	X	\$ _____	= \$ _____
CN01b	Canyon Beach A Shift - Option	92	X	\$ _____	= \$ _____
Grand Total					= \$ _____
CN02a	Canyon Beach B Shift - Base	92	X	\$ _____	= \$ _____
Grand Total					= \$ _____
CN03a	Canyon Park A Shift - Base	92	X	\$ _____	= \$ _____
CN03b	Canyon Park A Shift - Option	92	X	\$ _____	= \$ _____
Grand Total					= \$ _____
CN04a	Canyon Park B Shift - Base	92	X	\$ _____	= \$ _____
Grand Total					= \$ _____
CN05a	Comal Park A Shift - Base	92	X	\$ _____	= \$ _____
CN05b	Comal Park A Shift - Option	92	X	\$ _____	= \$ _____
Grand Total					= \$ _____
CN06a	Comal Park B Shift - Base	92	X	\$ _____	= \$ _____
Grand Total					= \$ _____

**Canyon Lake  
Gate Attendant Contract Bid Sheet**

Contract Gate Attendant Services at the following parks on Canyon Lake for: Base Period 1 April 2010 - 30 September 2010; Option Period, A Shift only, 1 April 2011 - 30 September 2011.

Item #	Attendant Position	Est. # Days		Bid Per Day	Total Cost
CN07a	Cranes Mill Park A Shift - Base	92	X	\$ _____ =	\$ _____
CN07b	Cranes Mill Park A Shift - Option	92	X	\$ _____ =	\$ _____
				Grand Total =	\$ _____
CN08a	Cranes Mill Park B Shift - Base	92	X	\$ _____ =	\$ _____
				Grand Total =	\$ _____
CN09a	North Park A Shift - Base	92	X	\$ _____ =	\$ _____
CN09b	North Park A Shift - Option	92	X	\$ _____ =	\$ _____
				Grand Total =	\$ _____
CN10a	North Park B Shift - Base	92	X	\$ _____ =	\$ _____
				Grand Total =	\$ _____
CN11a	Potters Creek Park A Shift - Base	92	X	\$ _____ =	\$ _____
CN11b	Potters Creek Park A Shift - Option	92	X	\$ _____ =	\$ _____
				Grand Total =	\$ _____
CN12a	Potters Creek Park B Shift - Base	92	X	\$ _____ =	\$ _____
				Grand Total =	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Funded Amt:

SUMMER GATE ATTENDANTS @ CRO LAKES  
FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT (UNLESS  
OTHERWISE NOTED) TO PROVIDE GATE ATTENDANT SERVICES IN  
ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND BID  
SHEETS FOR VARIOUS PARKS AND PERIODS LOCATED THROUGHOUT  
THE CAPITAL REGIONAL OFFICE LAKES.

MULTIPLE AWARDS WILL BE MADE FROM THIS SOLICITATION.

AWARDS WILL BE BASED ON BEST VALUE TO THE GOVERNMENT.  
FACTORS TO BE CONSIDERED ARE PRICE AND PAST PERFORMANCE.

ISSUANCE OF PURCHASE ORDERS WILL BE MADE IN THE ORDER  
WHICH IS MOST ADVANTAGEOUS TO THE GOVERNMENT. IF A  
VENDOR DECLINES TO ACCEPT A PURCHASE ORDER FOR A PARK,  
THE VENDOR WILL NOT BE CONSIDERED FOR ANY OTHER AWARDS  
OFFERED IN THE SOLICITATION. ONLY ONE OFFER WILL BE MADE  
BY THE GOVERNMENT.

SEE ATTACHED SPECIFICATIONS AND BID SCHEDULES.

RETURN BID PROPOSAL TO:

LINDA MCKETHAN

USACE-CAPITAL REGIONAL OFFICE

3110 FM 2271

BELTON, TX 78513

OR FAX TO: 254-939-1860

OR EMAIL TO: Linda.McKethan@usace.army.mil



Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

## Section H - Special Contract Requirements

BN SH WAGE RATES

WD 05-2523 (Rev.-8) was first posted on www.wdol.gov on 11/10/2009

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Shirley F. Ebbesen	Division of	Wage Determination No.: 2005-2523
Director	Wage Determinations	Revision No.: 8
		Date Of Revision: 10/30/2009

State: Texas

Area: Texas Counties of Anderson, Bell, Bosque, Brazos, Coryell, Falls,  
Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills, Robertson

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.94
01012 - Accounting Clerk II		12.28
01013 - Accounting Clerk III		13.73
01020 - Administrative Assistant		17.70
01040 - Court Reporter		14.54
01051 - Data Entry Operator I		9.51
01052 - Data Entry Operator II		12.35
01060 - Dispatcher, Motor Vehicle		14.06
01070 - Document Preparation Clerk		10.95
01090 - Duplicating Machine Operator		10.95
01111 - General Clerk I		10.19
01112 - General Clerk II		12.55
01113 - General Clerk III		14.06
01120 - Housing Referral Assistant		14.50
01141 - Messenger Courier		9.90
01191 - Order Clerk I		12.32
01192 - Order Clerk II		13.45
01261 - Personnel Assistant (Employment) I		12.91
01262 - Personnel Assistant (Employment) II		14.53
01263 - Personnel Assistant (Employment) III		17.03
01270 - Production Control Clerk		16.12
01280 - Receptionist		9.97
01290 - Rental Clerk		10.40
01300 - Scheduler, Maintenance		11.40
01311 - Secretary I		11.40
01312 - Secretary II		13.39
01313 - Secretary III		14.50
01320 - Service Order Dispatcher		12.10
01410 - Supply Technician		17.70
01420 - Survey Worker		12.74
01531 - Travel Clerk I		11.59
01532 - Travel Clerk II		12.65
01533 - Travel Clerk III		13.72
01611 - Word Processor I		10.88
01612 - Word Processor II		12.21
01613 - Word Processor III		14.17
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.89
05010 - Automotive Electrician		16.71
05040 - Automotive Glass Installer		15.81
05070 - Automotive Worker		15.81
05110 - Mobile Equipment Servicer		13.84
05130 - Motor Equipment Metal Mechanic		17.63
05160 - Motor Equipment Metal Worker		15.81
05190 - Motor Vehicle Mechanic		17.63
05220 - Motor Vehicle Mechanic Helper		12.13
05250 - Motor Vehicle Upholstery Worker		14.82
05280 - Motor Vehicle Wrecker		15.81
05310 - Painter, Automotive		16.71

05340 - Radiator Repair Specialist	15.81
05370 - Tire Repairer	11.33
05400 - Transmission Repair Specialist	17.63
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.96
07041 - Cook I	8.70
07042 - Cook II	9.89
07070 - Dishwasher	7.25
07130 - Food Service Worker	8.27
07210 - Meat Cutter	12.04
07260 - Waiter/Waitress	7.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.17
09040 - Furniture Handler	9.23
09080 - Furniture Refinisher	14.17
09090 - Furniture Refinisher Helper	10.90
09110 - Furniture Repairer, Minor	12.56
09130 - Upholsterer	14.17
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	8.63
11090 - Gardener	11.29
11122 - Housekeeping Aide	8.79
11150 - Janitor	8.79
11210 - Laborer, Grounds Maintenance	10.23
11240 - Maid or Houseman	7.45
11260 - Pruner	9.15
11270 - Tractor Operator	10.50
11330 - Trail Maintenance Worker	10.23
11360 - Window Cleaner	9.65
12000 - Health Occupations	
12010 - Ambulance Driver	13.47
12011 - Breath Alcohol Technician	16.45
12012 - Certified Occupational Therapist Assistant	21.92
12015 - Certified Physical Therapist Assistant	22.23
12020 - Dental Assistant	15.27
12025 - Dental Hygienist	32.41
12030 - EKG Technician	24.20
12035 - Electroneurodiagnostic Technologist	24.20
12040 - Emergency Medical Technician	13.47
12071 - Licensed Practical Nurse I	14.28
12072 - Licensed Practical Nurse II	16.39
12073 - Licensed Practical Nurse III	17.81
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	15.15
12160 - Medical Record Clerk	12.23
12190 - Medical Record Technician	15.42
12195 - Medical Transcriptionist	13.91
12210 - Nuclear Medicine Technologist	35.09
12221 - Nursing Assistant I	9.68
12222 - Nursing Assistant II	10.87
12223 - Nursing Assistant III	11.86
12224 - Nursing Assistant IV	13.30
12235 - Optical Dispenser	11.83
12236 - Optical Technician	14.28
12250 - Pharmacy Technician	15.24
12280 - Phlebotomist	14.28
12305 - Radiologic Technologist	21.18
12311 - Registered Nurse I	20.88
12312 - Registered Nurse II	25.55
12313 - Registered Nurse II, Specialist	25.55
12314 - Registered Nurse III	30.91
12315 - Registered Nurse III, Anesthetist	30.91
12316 - Registered Nurse IV	37.05
12317 - Scheduler (Drug and Alcohol Testing)	15.52
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.61
13012 - Exhibits Specialist II	19.33
13013 - Exhibits Specialist III	23.65
13041 - Illustrator I	15.61
13042 - Illustrator II	19.33
13043 - Illustrator III	23.65
13047 - Librarian	21.42
13050 - Library Aide/Clerk	11.17

13054 - Library Information Technology Systems Administrator	19.33
13058 - Library Technician	14.41
13061 - Media Specialist I	14.32
13062 - Media Specialist II	16.03
13063 - Media Specialist III	17.86
13071 - Photographer I	13.30
13072 - Photographer II	14.87
13073 - Photographer III	18.43
13074 - Photographer IV	22.54
13075 - Photographer V	27.28
13110 - Video Teleconference Technician	15.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.59
14042 - Computer Operator II	16.86
14043 - Computer Operator III	19.88
14044 - Computer Operator IV	22.02
14045 - Computer Operator V	24.38
14071 - Computer Programmer I	(see 1) 20.12
14072 - Computer Programmer II	(see 1) 24.44
14073 - Computer Programmer III	(see 1) 27.62
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.73
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.59
14160 - Personal Computer Support Technician	22.02
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.73
15020 - Aircrew Training Devices Instructor (Rated)	29.56
15030 - Air Crew Training Devices Instructor (Pilot)	35.43
15050 - Computer Based Training Specialist / Instructor	24.73
15060 - Educational Technologist	24.89
15070 - Flight Instructor (Pilot)	35.43
15080 - Graphic Artist	17.62
15090 - Technical Instructor	19.82
15095 - Technical Instructor/Course Developer	25.13
15110 - Test Proctor	16.01
15120 - Tutor	16.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.89
16030 - Counter Attendant	7.89
16040 - Dry Cleaner	10.24
16070 - Finisher, Flatwork, Machine	7.89
16090 - Presser, Hand	7.89
16110 - Presser, Machine, Drycleaning	7.89
16130 - Presser, Machine, Shirts	7.89
16160 - Presser, Machine, Wearing Apparel, Laundry	7.89
16190 - Sewing Machine Operator	11.04
16220 - Tailor	11.82
16250 - Washer, Machine	8.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.47
19040 - Tool And Die Maker	18.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.99
21030 - Material Coordinator	16.12
21040 - Material Expediter	16.12
21050 - Material Handling Laborer	10.06
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	11.99
21110 - Shipping Packer	12.46
21130 - Shipping/Receiving Clerk	12.46
21140 - Store Worker I	9.06
21150 - Stock Clerk	12.71
21210 - Tools And Parts Attendant	11.99
21410 - Warehouse Specialist	11.99
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.29
23021 - Aircraft Mechanic I	19.10
23022 - Aircraft Mechanic II	20.27
23023 - Aircraft Mechanic III	21.05
23040 - Aircraft Mechanic Helper	12.77
23050 - Aircraft, Painter	17.15

23060 - Aircraft Servicer	14.73
23080 - Aircraft Worker	15.71
23110 - Appliance Mechanic	14.50
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	19.48
23130 - Carpenter, Maintenance	15.84
23140 - Carpet Layer	15.33
23160 - Electrician, Maintenance	18.05
23181 - Electronics Technician Maintenance I	19.30
23182 - Electronics Technician Maintenance II	20.62
23183 - Electronics Technician Maintenance III	22.36
23260 - Fabric Worker	14.25
23290 - Fire Alarm System Mechanic	16.98
23310 - Fire Extinguisher Repairer	13.18
23311 - Fuel Distribution System Mechanic	16.98
23312 - Fuel Distribution System Operator	14.11
23370 - General Maintenance Worker	14.48
23380 - Ground Support Equipment Mechanic	19.10
23381 - Ground Support Equipment Servicer	14.73
23382 - Ground Support Equipment Worker	15.71
23391 - Gunsmith I	13.18
23392 - Gunsmith II	15.33
23393 - Gunsmith III	17.44
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.05
23430 - Heavy Equipment Mechanic	16.35
23440 - Heavy Equipment Operator	16.86
23460 - Instrument Mechanic	20.38
23465 - Laboratory/Shelter Mechanic	16.38
23470 - Laborer	10.06
23510 - Locksmith	14.50
23530 - Machinery Maintenance Mechanic	17.51
23550 - Machinist, Maintenance	15.03
23580 - Maintenance Trades Helper	11.99
23591 - Metrology Technician I	20.38
23592 - Metrology Technician II	21.67
23593 - Metrology Technician III	22.98
23640 - Millwright	17.44
23710 - Office Appliance Repairer	14.50
23760 - Painter, Maintenance	15.59
23790 - Pipefitter, Maintenance	19.32
23810 - Plumber, Maintenance	17.72
23820 - Pneudraulic Systems Mechanic	17.44
23850 - Rigger	17.44
23870 - Scale Mechanic	15.33
23890 - Sheet-Metal Worker, Maintenance	16.45
23910 - Small Engine Mechanic	15.33
23931 - Telecommunications Mechanic I	25.90
23932 - Telecommunications Mechanic II	31.26
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	14.95
23965 - Well Driller	17.44
23970 - Woodcraft Worker	17.44
23980 - Woodworker	11.88
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24610 - Chore Aide	7.83
24620 - Family Readiness And Support Services Coordinator	11.38
24630 - Homemaker	13.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.29
25040 - Sewage Plant Operator	15.12
25070 - Stationary Engineer	17.29
25190 - Ventilation Equipment Tender	11.69
25210 - Water Treatment Plant Operator	15.12
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.13
27007 - Baggage Inspector	10.81
27008 - Corrections Officer	14.90
27010 - Court Security Officer	16.80

27030 - Detection Dog Handler	14.19
27040 - Detention Officer	14.90
27070 - Firefighter	17.11
27101 - Guard I	10.81
27102 - Guard II	14.19
27131 - Police Officer I	16.84
27132 - Police Officer II	18.71
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.62
28042 - Carnival Equipment Repairer	13.61
28043 - Carnival Equipment Worker	8.63
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	14.53
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.59
29020 - Hatch Tender	14.92
29030 - Line Handler	14.92
29041 - Stevedore I	13.65
29042 - Stevedore II	15.54
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	14.27
30022 - Archeological Technician II	15.58
30023 - Archeological Technician III	19.76
30030 - Cartographic Technician	23.36
30040 - Civil Engineering Technician	21.12
30061 - Drafter/CAD Operator I	14.80
30062 - Drafter/CAD Operator II	19.07
30063 - Drafter/CAD Operator III	20.51
30064 - Drafter/CAD Operator IV	22.72
30081 - Engineering Technician I	13.63
30082 - Engineering Technician II	16.43
30083 - Engineering Technician III	18.40
30084 - Engineering Technician IV	26.25
30085 - Engineering Technician V	30.72
30086 - Engineering Technician VI	33.36
30090 - Environmental Technician	21.16
30210 - Laboratory Technician	20.31
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	14.78
30362 - Paralegal/Legal Assistant II	18.17
30363 - Paralegal/Legal Assistant III	22.23
30364 - Paralegal/Legal Assistant IV	26.90
30390 - Photo-Optics Technician	21.99
30461 - Technical Writer I	20.02
30462 - Technical Writer II	24.49
30463 - Technical Writer III	29.63
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.51
30621 - Weather Observer, Senior (see 2)	22.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.86
31030 - Bus Driver	15.68
31043 - Driver Courier	11.85
31260 - Parking and Lot Attendant	8.09
31290 - Shuttle Bus Driver	12.35
31310 - Taxi Driver	9.88
31361 - Truckdriver, Light	12.35
31362 - Truckdriver, Medium	16.13
31363 - Truckdriver, Heavy	16.87
31364 - Truckdriver, Tractor-Trailer	16.87
99000 - Miscellaneous Occupations	



99030 - Cashier	7.95
99050 - Desk Clerk	8.63
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.41
99252 - Laboratory Animal Caretaker II	10.55
99310 - Mortician	22.34
99410 - Pest Controller	14.02
99510 - Photofinishing Worker	11.74
99710 - Recycling Laborer	11.49
99711 - Recycling Specialist	13.93
99730 - Refuse Collector	10.27
99810 - Sales Clerk	10.29
99820 - School Crossing Guard	10.27
99830 - Survey Party Chief	17.25
99831 - Surveying Aide	10.76
99832 - Surveying Technician	14.74
99840 - Vending Machine Attendant	12.36
99841 - Vending Machine Repairer	15.14
99842 - Vending Machine Repairer Helper	12.36

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer

programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

#### GEORGETOWN WAGE RATES

WD 05-2503 (Rev.-8) was first posted on [www.wdol.gov](http://www.wdol.gov) on 07/07/2009

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen                      Division of Director                                      Wage Determinations	Wage Determination No.: 2005-2503 Revision No.: 8 Date Of Revision: 06/29/2009

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State: Texas

Area: Texas Counties of Bastrop, Blanco, Burleson, Burnet, Caldwell, Fayette,  
 Hays, Lampasas, Lee, Llano, Mason, Milam, San Saba, Travis, Williamson

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.53
01012 - Accounting Clerk II		14.07
01013 - Accounting Clerk III		15.73
01020 - Administrative Assistant		21.80
01040 - Court Reporter		19.69
01051 - Data Entry Operator I		12.99
01052 - Data Entry Operator II		14.59
01060 - Dispatcher, Motor Vehicle		17.98
01070 - Document Preparation Clerk		12.41
01090 - Duplicating Machine Operator		12.41
01111 - General Clerk I		12.86
01112 - General Clerk II		14.05
01113 - General Clerk III		15.75
01120 - Housing Referral Assistant		22.35
01141 - Messenger Courier		11.11
01191 - Order Clerk I		13.22
01192 - Order Clerk II		14.30
01261 - Personnel Assistant (Employment) I		16.92
01262 - Personnel Assistant (Employment) II		18.93
01263 - Personnel Assistant (Employment) III		21.11
01270 - Production Control Clerk		19.19
01280 - Receptionist		12.48
01290 - Rental Clerk		14.07
01300 - Scheduler, Maintenance		16.83
01311 - Secretary I		16.83
01312 - Secretary II		20.08
01313 - Secretary III		22.35
01320 - Service Order Dispatcher		14.56
01410 - Supply Technician		21.80
01420 - Survey Worker		15.61
01531 - Travel Clerk I		10.95
01532 - Travel Clerk II		11.82
01533 - Travel Clerk III		12.45
01611 - Word Processor I		14.17
01612 - Word Processor II		15.91
01613 - Word Processor III		17.79
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.10
05010 - Automotive Electrician		16.51
05040 - Automotive Glass Installer		15.65
05070 - Automotive Worker		15.65
05110 - Mobile Equipment Servicer		13.72
05130 - Motor Equipment Metal Mechanic		17.38
05160 - Motor Equipment Metal Worker		15.65
05190 - Motor Vehicle Mechanic		17.38
05220 - Motor Vehicle Mechanic Helper		12.70
05250 - Motor Vehicle Upholstery Worker		14.59
05280 - Motor Vehicle Wrecker		15.65
05310 - Painter, Automotive		16.51
05340 - Radiator Repair Specialist		15.65
05370 - Tire Repairer		11.68
05400 - Transmission Repair Specialist		17.39
07000 - Food Preparation And Service Occupations		
07010 - Baker		11.50
07041 - Cook I		10.40
07042 - Cook II		11.75

07070 - Dishwasher	8.25
07130 - Food Service Worker	9.59
07210 - Meat Cutter	13.66
07260 - Waiter/Waitress	9.00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.54
09040 - Furniture Handler	9.72
09080 - Furniture Refinisher	14.54
09090 - Furniture Refinisher Helper	11.43
09110 - Furniture Repairer, Minor	13.17
09130 - Upholsterer	14.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.18
11060 - Elevator Operator	9.85
11090 - Gardener	12.57
11122 - Housekeeping Aide	9.85
11150 - Janitor	9.85
11210 - Laborer, Grounds Maintenance	10.02
11240 - Maid or Houseman	8.31
11260 - Pruner	9.14
11270 - Tractor Operator	11.72
11330 - Trail Maintenance Worker	10.02
11360 - Window Cleaner	10.78
12000 - Health Occupations	
12010 - Ambulance Driver	15.09
12011 - Breath Alcohol Technician	15.09
12012 - Certified Occupational Therapist Assistant	23.79
12015 - Certified Physical Therapist Assistant	21.88
12020 - Dental Assistant	15.86
12025 - Dental Hygienist	41.16
12030 - EKG Technician	24.26
12035 - Electroneurodiagnostic Technologist	24.26
12040 - Emergency Medical Technician	15.09
12071 - Licensed Practical Nurse I	17.00
12072 - Licensed Practical Nurse II	19.01
12073 - Licensed Practical Nurse III	21.20
12100 - Medical Assistant	13.73
12130 - Medical Laboratory Technician	15.97
12160 - Medical Record Clerk	13.54
12190 - Medical Record Technician	14.12
12195 - Medical Transcriptionist	14.66
12210 - Nuclear Medicine Technologist	30.52
12221 - Nursing Assistant I	10.40
12222 - Nursing Assistant II	11.69
12223 - Nursing Assistant III	12.75
12224 - Nursing Assistant IV	14.32
12235 - Optical Dispenser	13.97
12236 - Optical Technician	11.44
12250 - Pharmacy Technician	13.83
12280 - Phlebotomist	14.32
12305 - Radiologic Technologist	24.17
12311 - Registered Nurse I	22.43
12312 - Registered Nurse II	27.44
12313 - Registered Nurse II, Specialist	27.44
12314 - Registered Nurse III	33.20
12315 - Registered Nurse III, Anesthetist	33.20
12316 - Registered Nurse IV	39.80
12317 - Scheduler (Drug and Alcohol Testing)	22.22
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.55
13012 - Exhibits Specialist II	25.78
13013 - Exhibits Specialist III	27.60
13041 - Illustrator I	19.55
13042 - Illustrator II	25.78
13043 - Illustrator III	27.60
13047 - Librarian	24.00
13050 - Library Aide/Clerk	12.65
13054 - Library Information Technology Systems Administrator	21.66
13058 - Library Technician	16.88
13061 - Media Specialist I	15.64
13062 - Media Specialist II	17.49
13063 - Media Specialist III	19.50
13071 - Photographer I	15.93

13072 - Photographer II	17.82
13073 - Photographer III	22.66
13074 - Photographer IV	27.01
13075 - Photographer V	32.64
13110 - Video Teleconference Technician	16.05
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.05
14042 - Computer Operator II	16.83
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.32
14045 - Computer Operator V	23.61
14071 - Computer Programmer I	(see 1) 23.12
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.05
14160 - Personal Computer Support Technician	22.53
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.00
15020 - Aircrew Training Devices Instructor (Rated)	37.51
15030 - Air Crew Training Devices Instructor (Pilot)	44.48
15050 - Computer Based Training Specialist / Instructor	31.03
15060 - Educational Technologist	33.26
15070 - Flight Instructor (Pilot)	44.48
15080 - Graphic Artist	21.66
15090 - Technical Instructor	21.85
15095 - Technical Instructor/Course Developer	26.73
15110 - Test Proctor	17.64
15120 - Tutor	17.85
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.78
16030 - Counter Attendant	7.78
16040 - Dry Cleaner	9.67
16070 - Finisher, Flatwork, Machine	7.78
16090 - Presser, Hand	7.78
16110 - Presser, Machine, Drycleaning	7.78
16130 - Presser, Machine, Shirts	7.78
16160 - Presser, Machine, Wearing Apparel, Laundry	7.78
16190 - Sewing Machine Operator	10.30
16220 - Tailor	10.95
16250 - Washer, Machine	8.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.54
19040 - Tool And Die Maker	21.54
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.21
21030 - Material Coordinator	18.33
21040 - Material Expediter	18.33
21050 - Material Handling Laborer	10.79
21071 - Order Filler	11.41
21080 - Production Line Worker (Food Processing)	12.21
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	10.50
21150 - Stock Clerk	13.88
21210 - Tools And Parts Attendant	12.21
21410 - Warehouse Specialist	12.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.24
23021 - Aircraft Mechanic I	22.01
23022 - Aircraft Mechanic II	23.24
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	15.82
23050 - Aircraft, Painter	20.81
23060 - Aircraft Servicer	18.27
23080 - Aircraft Worker	19.60
23110 - Appliance Mechanic	17.96
23120 - Bicycle Repairer	11.68
23125 - Cable Splicer	20.27
23130 - Carpenter, Maintenance	17.94
23140 - Carpet Layer	18.35

23160 - Electrician, Maintenance	20.58
23181 - Electronics Technician Maintenance I	19.03
23182 - Electronics Technician Maintenance II	22.11
23183 - Electronics Technician Maintenance III	23.31
23260 - Fabric Worker	14.81
23290 - Fire Alarm System Mechanic	17.64
23310 - Fire Extinguisher Repairer	14.70
23311 - Fuel Distribution System Mechanic	18.63
23312 - Fuel Distribution System Operator	14.44
23370 - General Maintenance Worker	15.16
23380 - Ground Support Equipment Mechanic	22.01
23381 - Ground Support Equipment Servicer	18.27
23382 - Ground Support Equipment Worker	19.60
23391 - Gunsmith I	14.70
23392 - Gunsmith II	16.89
23393 - Gunsmith III	18.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.55
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.27
23430 - Heavy Equipment Mechanic	17.54
23440 - Heavy Equipment Operator	16.84
23460 - Instrument Mechanic	18.97
23465 - Laboratory/Shelter Mechanic	17.96
23470 - Laborer	11.18
23510 - Locksmith	16.76
23530 - Machinery Maintenance Mechanic	21.45
23550 - Machinist, Maintenance	16.96
23580 - Maintenance Trades Helper	12.09
23591 - Metrology Technician I	18.97
23592 - Metrology Technician II	20.03
23593 - Metrology Technician III	22.11
23640 - Millwright	17.00
23710 - Office Appliance Repairer	17.77
23760 - Painter, Maintenance	14.54
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	21.51
23820 - Pneudraulic Systems Mechanic	18.97
23850 - Rigger	18.97
23870 - Scale Mechanic	16.89
23890 - Sheet-Metal Worker, Maintenance	18.25
23910 - Small Engine Mechanic	14.32
23931 - Telecommunications Mechanic I	24.08
23932 - Telecommunications Mechanic II	25.29
23950 - Telephone Lineman	22.79
23960 - Welder, Combination, Maintenance	15.31
23965 - Well Driller	20.37
23970 - Woodcraft Worker	18.97
23980 - Woodworker	12.09
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.50
24580 - Child Care Center Clerk	11.84
24610 - Chore Aide	7.61
24620 - Family Readiness And Support Services Coordinator	11.22
24630 - Homemaker	16.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.95
25040 - Sewage Plant Operator	15.15
25070 - Stationary Engineer	19.95
25190 - Ventilation Equipment Tender	14.44
25210 - Water Treatment Plant Operator	15.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.43
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	17.38
27010 - Court Security Officer	19.38
27030 - Detection Dog Handler	16.19
27040 - Detention Officer	17.68
27070 - Firefighter	20.29
27101 - Guard I	11.56
27102 - Guard II	16.19
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.16
28042 - Carnival Equipment Repairer	10.89
28043 - Carnival Equipment Worker	8.52
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.26
28515 - Recreation Specialist	14.94
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	15.96
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.62
29020 - Hatch Tender	15.62
29030 - Line Handler	15.62
29041 - Stevedore I	14.67
29042 - Stevedore II	16.59
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.14
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.25
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	18.92
30022 - Archeological Technician II	21.16
30023 - Archeological Technician III	26.21
30030 - Cartographic Technician	26.21
30040 - Civil Engineering Technician	25.78
30061 - Drafter/CAD Operator I	18.92
30062 - Drafter/CAD Operator II	21.16
30063 - Drafter/CAD Operator III	23.60
30064 - Drafter/CAD Operator IV	28.80
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.63
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.17
30090 - Environmental Technician	21.21
30210 - Laboratory Technician	20.62
30240 - Mathematical Technician	26.21
30361 - Paralegal/Legal Assistant I	19.80
30362 - Paralegal/Legal Assistant II	24.53
30363 - Paralegal/Legal Assistant III	29.36
30364 - Paralegal/Legal Assistant IV	36.31
30390 - Photo-Optics Technician	26.21
30461 - Technical Writer I	21.75
30462 - Technical Writer II	26.61
30463 - Technical Writer III	32.20
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 3)	23.60
Surface Programs	
30621 - Weather Observer, Senior (see 3)	26.21
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.51
31030 - Bus Driver	15.64
31043 - Driver Courier	13.09
31260 - Parking and Lot Attendant	9.32
31290 - Shuttle Bus Driver	14.11
31310 - Taxi Driver	12.05
31361 - Truckdriver, Light	14.11
31362 - Truckdriver, Medium	15.00
31363 - Truckdriver, Heavy	15.94
31364 - Truckdriver, Tractor-Trailer	15.94
99000 - Miscellaneous Occupations	
99030 - Cashier	9.75
99050 - Desk Clerk	9.19
99095 - Embalmer	20.34
99251 - Laboratory Animal Caretaker I	10.28
99252 - Laboratory Animal Caretaker II	12.16
99310 - Mortician	24.59
99410 - Pest Controller	16.14



99510 - Photofinishing Worker	11.05
99710 - Recycling Laborer	13.75
99711 - Recycling Specialist	16.17
99730 - Refuse Collector	12.53
99810 - Sales Clerk	11.14
99820 - School Crossing Guard	11.06
99830 - Survey Party Chief	17.63
99831 - Surveying Aide	12.11
99832 - Surveying Technician	15.51
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.17
99842 - Vending Machine Repairer Helper	11.69

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of

the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

### CANYON WAGE RATES

WD 05-2521 (Rev.-9) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/02/2009

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Shirley F. Ebbesen      Division of Director                      Wage Determinations	Wage Determination No.: 2005-2521 Revision No.: 9 Date Of Revision: 05/26/2009

State: Texas

Area: Texas Counties of Atascosa, Bandera, Bexar, Comal, De Witt, Edwards, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Kerr, Kinney, McMullen, Medina, Real, Uvalde, Val Verde, Wilson

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.82
01012 - Accounting Clerk II		15.51
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01312 - Secretary II		17.86
01313 - Secretary III		19.91
01320 - Service Order Dispatcher		13.69
01410 - Supply Technician		21.96
01420 - Survey Worker		16.65
01531 - Travel Clerk I		11.71
01532 - Travel Clerk II		12.43
01533 - Travel Clerk III		13.06
01611 - Word Processor I		13.29
01612 - Word Processor II		14.92
01613 - Word Processor III		16.69
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.25
05010 - Automotive Electrician		16.56
05040 - Automotive Glass Installer		15.65
05070 - Automotive Worker		15.65
05110 - Mobile Equipment Servicer		13.96
05130 - Motor Equipment Metal Mechanic		17.43
05160 - Motor Equipment Metal Worker		15.65
05190 - Motor Vehicle Mechanic		17.18
05220 - Motor Vehicle Mechanic Helper		13.22
05250 - Motor Vehicle Upholstery Worker		14.77
05280 - Motor Vehicle Wrecker		15.65
05310 - Painter, Automotive		16.56
05340 - Radiator Repair Specialist		15.65
05370 - Tire Repairer		11.12
05400 - Transmission Repair Specialist		17.43
07000 - Food Preparation And Service Occupations		
07010 - Baker		12.53
07041 - Cook I		9.43
07042 - Cook II		11.19
07070 - Dishwasher		7.67
07130 - Food Service Worker		8.10
07210 - Meat Cutter		12.03
07260 - Waiter/Waitress		7.71
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		13.66
09040 - Furniture Handler		9.71
09080 - Furniture Refinisher		13.66
09090 - Furniture Refinisher Helper		10.91
09110 - Furniture Repairer, Minor		12.20
09130 - Upholsterer		13.66
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		8.39
11060 - Elevator Operator		8.39
11090 - Gardener		13.57

11122 - Housekeeping Aide	10.23
11150 - Janitor	10.23
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.39
11260 - Pruner	10.36
11270 - Tractor Operator	12.91
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	10.83
12000 - Health Occupations	
12010 - Ambulance Driver	13.09
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	25.76
12015 - Certified Physical Therapist Assistant	23.85
12020 - Dental Assistant	14.50
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	13.09
12071 - Licensed Practical Nurse I	15.54
12072 - Licensed Practical Nurse II	17.38
12073 - Licensed Practical Nurse III	19.39
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	15.46
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.85
12195 - Medical Transcriptionist	13.76
12210 - Nuclear Medicine Technologist	29.06
12221 - Nursing Assistant I	10.00
12222 - Nursing Assistant II	11.24
12223 - Nursing Assistant III	12.27
12224 - Nursing Assistant IV	13.77
12235 - Optical Dispenser	14.94
12236 - Optical Technician	15.20
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	13.77
12305 - Radiologic Technologist	23.19
12311 - Registered Nurse I	23.19
12312 - Registered Nurse II	29.26
12313 - Registered Nurse II, Specialist	29.26
12314 - Registered Nurse III	35.40
12315 - Registered Nurse III, Anesthetist	35.40
12316 - Registered Nurse IV	42.44
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.45
13013 - Exhibits Specialist III	27.46
13041 - Illustrator I	18.47
13042 - Illustrator II	21.26
13043 - Illustrator III	24.20
13047 - Librarian	24.42
13050 - Library Aide/Clerk	11.03
13054 - Library Information Technology Systems Administrator	22.04
13058 - Library Technician	13.13
13061 - Media Specialist I	15.87
13062 - Media Specialist II	17.79
13063 - Media Specialist III	19.84
13071 - Photographer I	12.99
13072 - Photographer II	14.68
13073 - Photographer III	17.20
13074 - Photographer IV	19.58
13075 - Photographer V	23.76
13110 - Video Teleconference Technician	15.93
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.30
14042 - Computer Operator II	17.11
14043 - Computer Operator III	19.08
14044 - Computer Operator IV	21.20
14045 - Computer Operator V	23.48
14071 - Computer Programmer I	(see 1) 21.49
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.30
14160 - Personal Computer Support Technician		21.20
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.31
15020 - Aircrew Training Devices Instructor (Rated)		31.12
15030 - Air Crew Training Devices Instructor (Pilot)		37.30
15050 - Computer Based Training Specialist / Instructor		26.31
15060 - Educational Technologist		25.12
15070 - Flight Instructor (Pilot)		37.30
15080 - Graphic Artist		21.29
15090 - Technical Instructor		18.59
15095 - Technical Instructor/Course Developer		22.75
15110 - Test Proctor		15.01
15120 - Tutor		15.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.35
16030 - Counter Attendant		8.35
16040 - Dry Cleaner		10.14
16070 - Finisher, Flatwork, Machine		8.35
16090 - Presser, Hand		8.35
16110 - Presser, Machine, Drycleaning		8.35
16130 - Presser, Machine, Shirts		8.35
16160 - Presser, Machine, Wearing Apparel, Laundry		8.35
16190 - Sewing Machine Operator		10.70
16220 - Tailor		11.23
16250 - Washer, Machine		9.05
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.35
19040 - Tool And Die Maker		19.26
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		11.74
21030 - Material Coordinator		18.36
21040 - Material Expediter		18.36
21050 - Material Handling Laborer		10.39
21071 - Order Filler		10.25
21080 - Production Line Worker (Food Processing)		11.74
21110 - Shipping Packer		12.67
21130 - Shipping/Receiving Clerk		12.67
21140 - Store Worker I		9.88
21150 - Stock Clerk		13.18
21210 - Tools And Parts Attendant		11.74
21410 - Warehouse Specialist		11.74
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.33
23021 - Aircraft Mechanic I		19.22
23022 - Aircraft Mechanic II		20.33
23023 - Aircraft Mechanic III		21.45
23040 - Aircraft Mechanic Helper		13.48
23050 - Aircraft, Painter		17.25
23060 - Aircraft Servicer		15.10
23080 - Aircraft Worker		16.10
23110 - Appliance Mechanic		17.25
23120 - Bicycle Repairer		11.12
23125 - Cable Splicer		18.57
23130 - Carpenter, Maintenance		16.16
23140 - Carpet Layer		15.04
23160 - Electrician, Maintenance		18.62
23181 - Electronics Technician Maintenance I		21.53
23182 - Electronics Technician Maintenance II		23.33
23183 - Electronics Technician Maintenance III		24.48
23260 - Fabric Worker		13.79
23290 - Fire Alarm System Mechanic		17.71
23310 - Fire Extinguisher Repairer		13.77
23311 - Fuel Distribution System Mechanic		16.62
23312 - Fuel Distribution System Operator		13.10
23370 - General Maintenance Worker		14.66
23380 - Ground Support Equipment Mechanic		19.22
23381 - Ground Support Equipment Servicer		15.10
23382 - Ground Support Equipment Worker		16.10
23391 - Gunsmith I		13.16
23392 - Gunsmith II		15.13

23393 - Gunsmith III	17.15
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.27
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.28
23430 - Heavy Equipment Mechanic	17.18
23440 - Heavy Equipment Operator	16.62
23460 - Instrument Mechanic	18.28
23465 - Laboratory/Shelter Mechanic	16.16
23470 - Laborer	10.03
23510 - Locksmith	14.07
23530 - Machinery Maintenance Mechanic	17.14
23550 - Machinist, Maintenance	16.62
23580 - Maintenance Trades Helper	11.10
23591 - Metrology Technician I	18.28
23592 - Metrology Technician II	19.35
23593 - Metrology Technician III	20.41
23640 - Millwright	19.02
23710 - Office Appliance Repairer	16.68
23760 - Painter, Maintenance	16.16
23790 - Pipefitter, Maintenance	18.00
23810 - Plumber, Maintenance	16.96
23820 - Pneudraulic Systems Mechanic	17.15
23850 - Rigger	17.15
23870 - Scale Mechanic	15.13
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	14.20
23931 - Telecommunications Mechanic I	21.97
23932 - Telecommunications Mechanic II	23.13
23950 - Telephone Lineman	20.66
23960 - Welder, Combination, Maintenance	17.15
23965 - Well Driller	17.15
23970 - Woodcraft Worker	17.15
23980 - Woodworker	13.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.45
24580 - Child Care Center Clerk	12.07
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	9.78
24630 - Homemaker	13.69
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.19
25040 - Sewage Plant Operator	16.46
25070 - Stationary Engineer	18.19
25190 - Ventilation Equipment Tender	12.13
25210 - Water Treatment Plant Operator	16.46
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.37
27007 - Baggage Inspector	10.47
27008 - Corrections Officer	21.15
27010 - Court Security Officer	21.15
27030 - Detection Dog Handler	14.37
27040 - Detention Officer	21.15
27070 - Firefighter	21.48
27101 - Guard I	10.47
27102 - Guard II	14.20
27131 - Police Officer I	23.14
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.64
28042 - Carnival Equipment Repairer	10.13
28043 - Carnival Equipment Worker	8.04
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	13.42
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	12.62
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.51
29020 - Hatch Tender	18.51
29030 - Line Handler	18.51

29041 - Stevedore I	16.80
29042 - Stevedore II	19.06
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	14.97
30022 - Archeological Technician II	15.62
30023 - Archeological Technician III	21.27
30030 - Cartographic Technician	22.58
30040 - Civil Engineering Technician	18.37
30061 - Drafter/CAD Operator I	15.67
30062 - Drafter/CAD Operator II	17.66
30063 - Drafter/CAD Operator III	19.55
30064 - Drafter/CAD Operator IV	24.06
30081 - Engineering Technician I	14.46
30082 - Engineering Technician II	16.24
30083 - Engineering Technician III	18.16
30084 - Engineering Technician IV	22.50
30085 - Engineering Technician V	27.52
30086 - Engineering Technician VI	33.30
30090 - Environmental Technician	17.66
30210 - Laboratory Technician	17.58
30240 - Mathematical Technician	22.58
30361 - Paralegal/Legal Assistant I	15.18
30362 - Paralegal/Legal Assistant II	19.84
30363 - Paralegal/Legal Assistant III	24.25
30364 - Paralegal/Legal Assistant IV	29.32
30390 - Photo-Optics Technician	22.58
30461 - Technical Writer I	23.10
30462 - Technical Writer II	28.24
30463 - Technical Writer III	31.06
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	19.55
Surface Programs	
30621 - Weather Observer, Senior (see 2)	21.72
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.95
31030 - Bus Driver	15.29
31043 - Driver Courier	11.97
31260 - Parking and Lot Attendant	9.18
31290 - Shuttle Bus Driver	12.89
31310 - Taxi Driver	10.81
31361 - Truckdriver, Light	12.89
31362 - Truckdriver, Medium	13.70
31363 - Truckdriver, Heavy	16.02
31364 - Truckdriver, Tractor-Trailer	16.02
99000 - Miscellaneous Occupations	
99030 - Cashier	9.07
99050 - Desk Clerk	8.80
99095 - Embalmer	17.09
99251 - Laboratory Animal Caretaker I	9.59
99252 - Laboratory Animal Caretaker II	10.32
99310 - Mortician	22.43
99410 - Pest Controller	14.42
99510 - Photofinishing Worker	11.74
99710 - Recycling Laborer	12.46
99711 - Recycling Specialist	13.48
99730 - Refuse Collector	11.33
99810 - Sales Clerk	10.73
99820 - School Crossing Guard	10.97
99830 - Survey Party Chief	17.70
99831 - Surveying Aide	12.34
99832 - Surveying Technician	14.74
99840 - Vending Machine Attendant	10.75
99841 - Vending Machine Repairer	12.80
99842 - Vending Machine Repairer Helper	10.75



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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations

involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## CLAUSES INCORPORATED BY FULL TEXT

SWD-QASP Required Quality Assurance Surveillance Plan (QASP) or Other Surveillance Plan. A QASP or Other Surveillance Plan is included with this contract as follows (check applicable):

- ☒ QASP or Surveillance Plan is incorporated in Section **H**.  
☐ QASP or Surveillance Plan is provided below.  
☐ QASP or Surveillance Plan is included with the basic contract award document.

### QASP

## Capital Regional Office Gate Attendant Quality Assurance Surveillance Plan

**1. QUALITY ASSURANCE SURVEILLANCE PLAN:** This plan will be used to assure the Government that the services specified under this contract are completed satisfactorily. This plan is included for information purposes only and will not be part of the contract. The Government has the right to change or modify inspection methods at its discretion.

**2. INTRODUCTION:** This Quality Assurance Surveillance Plan (QASP) has been developed to implement the Government's Quality Assurance Program; the procedures to be followed for any resulting contract are the standard procedures to be used by the Government. It is designed to aid the Government in providing effective and systematic surveillance of the Contractor's performance.

3. **OBJECTIVE**: The Objective of the QASP is to monitor and evaluate how the Contractor is performing in key areas for compliance with contract requirements. The Government is primarily interested in the final product or service the Contractor is providing and not with the details of how it is being done, provided the contract and all policies and procedures in the Gate Attendant Handbook and the District User Fee Collection procedures are followed.

4. **INSPECTION PROCEDURES**: The Government quality assurance evaluator or Contracting Officer's Representative (COR) will monitor the Contractor's performance on a regular monthly basis utilizing visual inspections of required operations, User Fee Collections, timely submissions of reports and interactions with the public.

5. **REPERFORMANCE**: Any performance defects detected, observed, or reported will require re-performance whenever possible to ensure compliance with the terms and condition of the contract. If performance in any area is repeatedly poor and/or unsatisfactory, then the Contractor will be given a Contract Discrepancy Report (CDR). When completed and signed, the CDR shall become the documentation supporting the Contractor's negative performance and shall remain in the Contractor's file. Past performance information is available to any and all Federal Agencies upon request. Depending on the severity of the discrepancy, one CDR may be grounds for termination.

6. **QSAP Revisions**: Revisions to this plan are the joint responsibility of the COR and the Contract Administrator.

# **BELTON AND STILLHOUSE HOLLOW LAKES GATE ATTENDANT MONTHLY INSPECTION**

**ATTENDANT** \_\_\_\_\_ **PARK** \_\_\_\_\_  
**INSPECTION PERIOD** \_\_\_\_\_

<b>Contract Requirements</b>	<b>Needs Improvement</b>	<b>Compliant</b>	<b>Comment</b>
<b><i>PUBLIC RELATIONS</i></b>			
Provides for the needs and safety of the visiting public			
Provides service without prejudice or discrimination			
Provides service with a positive attitude			
Is polite and respectful to staff and visitors			
Gatehouse is manned during duty hours and contractor is awake and attentive			
Cooperates with all COE personnel			
Follows laws, policies, regulations and other guidance, as required			
Informs COE staff of problems and complaints in a timely manner			
<b><i>CONTRACTOR RELATIONS</i></b>			
Cooperates with all other contractors, law enforcement officers and emergency personnel			
Provides information and assistance to other contractors, law enforcement officers and emergency personnel, when requested			
Does not impede or instruct other contractors, law enforcement officers and emergency personnel			
<b><i>APPEARANCE AND DUTIES</i></b>			
Presents a neat, clean and			

<b>Contract Requirements</b>	<b>Needs Improvement</b>	<b>Compliant</b>	<b>Comment</b>
professional appearance while in the park			
Properly uses supplied Gate Attendant identification materials			
Gatehouse is kept in a neat, clean and orderly fashion			
Park specific duties are performed as required			
Only COE provided and approved signs/notes are displayed at the gatehouse.			
Gate Attendant site is kept clean, neat and sanitary			
Required park inspections are performed daily with provided markings displayed on vehicle			
<b><i>FEE COLLECTION, GATEHOUSE OPERATIONS</i></b>			
All applicable user fees are collected and submitted			
Phone and /or radio is used for official business ONLY			
Annual Passes are issued/accepted properly. Discount cards are accepted and processed correctly			
All money collected is secured properly at all times. Safe is left locked and cash draw kept closed when not in use.			
User fees collections balance and are submitted accurately as instructed			
All required records are kept up to date, are accurate and submitted within required timeframe			
Supplies and handouts are requested via e-mail weekly during business hours			
All required gates are opened and closed per the scheduled hours of operation (see contract)			

<b>Contract Requirements</b>	<b>Needs Improvement</b>	<b>Compliant</b>	<b>Comment</b>
Contractor refrains from participation and/or the furtherance of rumors and counterproductive gossip.			
<b><i>NATIONAL RECREATION RESERVATION SERVICE (NRRS)</i></b>			
Policies, procedures, rules and regulations are followed			
Customer transactions are accurately processed in a timely manner			
All required information is collected for each transaction			
Attendant demonstrates acceptable level of proficiency with all NRRS system software and hardware			
Operator uses provided guidance, manuals and materials to correct errors prior to requesting technical support			
All required reports are maintained and submitted as required			
<b><i>PROHIBITED CONDUCT</i></b>			
Contractor is free from intoxicating substances while on duty or in view of the public			
Contractor complies with all laws, regulations and policies while in the park			
Firearms are not possessed or displayed on Government Property (unless lawfully hunting)			
Smoking, pets and visitors are not present in the gatehouse			
Personal items are removed from the gatehouse at the end of duty hours			
GATEHOUSE DOOR IS KEPT LOCKED AT ALL TIMES. Doors and windows are locked and alarm set at the end of every shift. All passwords, keys, codes, etc. are out of public			

<b>Contract Requirements</b>	<b>Needs Improvement</b>	<b>Compliant</b>	<b>Comment</b>
sight.			
Contractor maintains required bond throughout the contract period(s)			
Contractor maintains state required liability insurance, registration and inspection on all vehicles operated on Government Property throughout the contract period(s)			
Contractor actively supports all policies and assists park rangers in discovering violations including, but not limited to, the 14 day limit, extensions, vandalism, etc.			

**Inspector:** \_\_\_\_\_

Date: \_\_\_\_\_

**Gate Attendant:** \_\_\_\_\_

Date: \_\_\_\_\_

**Lake Manager:** \_\_\_\_\_

Date: \_\_\_\_\_

**Remarks:**





## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-3	Convict Labor	JUN 2003
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price  
Past Performance

Pricel and past performance, when combined, are **equal**.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **within the term of the contract**.

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently

owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(a) Definitions. As used in this clause--

"Act," means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement

of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.



(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to

journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

GRADE	STEP	TITLE	FRINGE BENEFITS
GS03	02	General Clerk	32.85%

(End of clause)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be

effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sep 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

## 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be

continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.ebs.swf.usace.army.mil](http://www.ebs.swf.usace.army.mil)

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [DFARS](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(d) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)**

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ☐ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ☐ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ☐ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ☐ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) \_\_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(15) \_\_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) \_\_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) \_\_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) \_X\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) \_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)



